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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Military Compulsory Service.

WE PRINT elsewhere a Proclamation fixing the 10th inst. as the day for the Military Service Act, 1916, to come into operation.

"Out, Damned Spot!"

A NEW list of contraband, which we print elsewhere, makes soap absolute contraband. The connection between soap and warfare we are content to leave to others. The Admiralty and the War Office, we doubt not, have their experts who know all about soap; and, if not, there are, we believe, self-constituted and capable committees of experts who are prepared to enlighten them. There is an allegorical aspect of the matter which interests us more. One misdeed of Germany follows hard on another, and the long list of Zeppelin victims this week takes us back to *The Lusitania* and all that has happened between.

"Will all great Neptune's ocean wash this blood
Clean from my hand? No; this my hand will rather
The multitudinous seas incarnadine,
Making the green one red."

For Germany's relapse into savagery there is no cleansing but cleansing fire, either from without or from within. We would fain hope that even yet it may come from within.

The Meeting of the Law Society.

WE ARE glad to call attention to the statement, reported elsewhere, of the President of the Law Society, at the special general meeting last week, as to the honours which have been conferred on solicitors serving with the forces. This branch of the profession has every reason to congratulate itself on the services rendered by its members to the national cause, and the recognition which those services have won. The meeting had, of course, little of professional interest to discuss. Such matters are crowded out by the great events of the time. The chief subject of debate was the proposal to drop the book-keeping examination for articled clerks serving with the forces. In a sense bookkeeping comes naturally to those who have an aptitude for figures and business; and for many men formal teaching is not necessary. But this does not apply to all, and, considering the importance of accounts to a solicitor, both in his own business and in advising on and managing

the business and property of others, we are not surprised that the meeting was against the proposal. Indeed, the weighty words with which the President closed the discussion were decisive. The proposal for a Central London County Court was carried, and we hope this will be realized.

Restraint of Princes.

THE House of Lords in *British and Foreign Marine Insurance Co.* v. *Samuel Sanday & Co.* (*Times*, 28th ult.) has affirmed the decision of the Court of Appeal (59 SOLICITORS' JOURNAL, 456; 1915, 2 K. B. B. 781), who had affirmed BAILHACHE, J. (59 SOLICITORS' JOURNAL, 316), and has held that, where the completion of a voyage has become illegal owing to the outbreak of war, this is an interruption due to "restraint of princes" within the meaning of an insurance policy covering this risk, and involves a constructive total loss. Moreover, the outbreak of war and the illegality which thereby affects the voyage is to be regarded as the proximate and not merely the remote cause of the loss of the venture. "I do not," said Lord LOREBURN, "see my way to separating the Act of State from its sequel, and treating the advent of war conditions as a last distinct link in the chain of causes which brought these voyages to an end." Hence the underwriters were liable; but it seems that steps are being taken at Lloyd's to meet this result for the future by distinguishing between the safety of the cargo and the success of the venture, and to restrict their liability to the former. In commenting at the time on the decision of the Court of Appeal (59 SOLICITORS' JOURNAL, p. 452) we called attention to the dissentient judgment of SWINFEN EADY, L.J., but that judgment, though it had much to commend it, has not prevailed with the House of Lords.

The No-Treating Order.

THE NO-TREATING clause in the Liquor Control Regulations which have been applied to numerous areas, and which is Regulation 6 in the Newhaven Regulations—these, we believe, formed the model for the rest (see Manual of Emergency Legislation, Supplement No. 4, p. 180; 59 SOLICITORS' JOURNAL, p. 644)—has caused some doubt as to its exact effect with regard to licence-holders. "No person"—so runs the Regulation—"shall either by himself or by any servant or agent sell or supply any intoxicating liquor to any person in any licensed premises or club to be consumed on the premises unless the same is ordered and paid for by the person so supplied." This applies to the licence-holder, and the Regulation goes on to provide for the case of the person ordering the liquor and the person consuming it. No person may order or pay for liquor to be supplied to another person, and no person may consume liquor which another has ordered or paid for. In the last two cases there seems no room for doubt; but it has been contended that the licence-holder A is safe if he supplies the liquor to the person B who pays for it, and that, if such person passes it on to a companion C, it is only B and C who commit an offence against the Regulations. And this contention succeeded before the stipendiary magistrate at Cardiff. His decision, however, has been reversed by the Divisional Court (Lord READING, C.J., SANKEY and LOW, JJ.)—*Williams* v. *Pearce* (*Times*, 2nd inst.)—and it has been made clear that the licence-holder must take notice of the actual destination of the liquor. Indeed, the opposite construction seems to omit to give proper effect to the word "supply." When a publican is serving liquor for two people, he is supplying both, notwithstanding that only one of them orders and pays for it. Hence, in offences under the Regulation there are three persons guilty—the publican, the treater, and the treated.

The New Defence of the Realm Regulations.

WE PRINT elsewhere a set of Regulations amending the Defence of the Realm Regulations. To the first paragraph of Regulation 11 words are added making it a summary offence to interfere with blinds, &c., intended to obscure lights. A new Regulation (13 B) empowers the competent naval or military authority to prohibit persons who have been convicted of offences relating to prostitution from residing where any of His Majesty's Forces are assembled. A new Regulation is substituted for Regulation 19, relating to making photographs, &c., of military or naval works, and an addition is made to Regulation 21 with respect to carrier or homing pigeons. A Regulation is added (37 A) for providing British ships of 500 tons and upwards with signalling apparatus; and Regulation 40, which prohibits the supplying of intoxicants to the Forces, is redrafted. The new Regulation prohibits the supply of intoxicants to soldiers proceeding to a port of embarkation. A Regulation (46 A) is added making it an offence to assist a prisoner of war or interned person to escape; and the power of arrest on suspicion conferred by Regulation 55 is qualified by allowing release on bail.

The New Aliens Restriction Order.

WE MUST hold over till next week the new Aliens Order, which makes an important extension of the Consolidation Order, 1914; this and the subsequent amendments are printed in consolidated form at pp. 629 *et seq.* of the Manual of Emergency Legislation, Supplement No. 3. Article 19 requires "an alien *residing in a prohibited area, and an alien enemy* wherever resident," to comply with certain requirements as to registration. The words italicised in this citation are now struck out, and consequently all aliens, wherever residing, will have to comply with the requirements in question. The new article takes effect from the 14th inst., but there are two qualifications. The Home Secretary may direct that in any specified areas the amended article shall not apply to alien friends now resident there, and it is not to apply in the case of Belgian refugees. The provision of Article 2 of the Amendment Order of 1915 (*ibid.*, pp. 248, 634), forbidding an alien to enter a prohibited area without a passport is cancelled, and in lieu thereof he must have in his possession an identity book as provided by the new Order; but there are exemptions in favour of aliens already registered in prohibited areas and otherwise. Article 3 of the Amendment Order, 1915 (*ibid.*, pp. 248, 637), relating to the registers for aliens to be kept by hotel and boarding-house keepers is redrafted. The Schedule to the new Order makes provision as to identity books.

The Case of "The Appam."

THE CASE of *The Appam* promises to be one of the most interesting in international law which has arisen during the present war. Shortly put, the facts are that this ship—a British passenger and cargo ship, on a voyage from South Africa to England—was captured by a German cruiser, *The Moewe*, that a prize crew was put on board, and that *The Appam* was taken to the port of Norfolk in Virginia, where she now remains. It is, of course, clear that a belligerent is not entitled generally to make use of neutral ports as ports of refuge for her prizes, and herein lies the distinction between British and German practice as to the treatment of captured merchant ships. Great Britain has no difficulty in taking them into some British port, to await sentence of a Prize Court; hence it discountenances the destruction of prizes except under very special circumstances. Germany has no such conveniences, and it has been her practice—a practice generally allowed by other nations—to destroy prizes. On the present occasion the commander of *The Moewe* did not do this, but sent the prize into a neutral American port, and now the question of her ultimate fate is arousing great interest. Under Articles 21 and 22 of Convention XIII. of The Hague Conference, 1907, a prize can only be taken into a neutral port in case of unseaworthiness, stress of weather, or want of fuel or provisions. It must leave as soon as the circumstances which justified its entry are at an end. If it does not, the neutral Power must order it to leave at once; should it fail to obey, the neutral Power must employ the means at its disposal to release it with its officers and crew and to intern the prize crew. Article 22 provides expressly that the prize must be similarly released if it is brought into a neutral port under any other circumstances. Article 21 appears not to apply in

the present case, and therefore, *primâ facie*, *The Appam*, with its officers and crew, should be set free, and the prize crew interned. Article 23 empowers a neutral to allow prizes to enter, and apparently remain in its ports, while awaiting the decision of a prize court; but neither Great Britain nor the United States have agreed to this Article. There are, however, two difficulties in the way of the result just stated. Germany will possibly contend that *The Appam* was after her capture converted into a warship; but, as Sir H. ERLE RICHARDS points out in a letter to the *Times* of Thursday, there appears to have been no such conversion in fact, and, if there had been it would still be a question whether the conversion can properly take place at sea. Another argument for Germany lies in the provision of Article 19 of the Treaty of 1799 between Prussia and the United States, which, with a modification not necessary to be noticed here, was renewed by the Treaty of 1828. Both Treaties are set out very conveniently in Appendix II. to "The Prize Code of the German Empire," recently translated and edited by Dr. HUBERICH and Mr. KING (Stevens & Sons, Limited). The Article as renewed is as follows: —

> The vessels of war, public and private, of both parties, shall carry freely, wheresoever they please, the vessels and effects taken from their enemies, without being obliged to pay any duties, charges, or fees to officers of Admiralty, of the Customs, or any others; nor shall such prizes be arrested, searched, or put under legal process, when they come to enter the ports of the other party, but may freely be carried out again, at any time, by their captors, to the places expressed in their commissions, which the commanding officer of such vessel shall be obliged to shew.

But on this provision two points appear to arise. It is not clear that it allows more than temporary use of the neutral port; it does not seem to contemplate its use as a permanent refuge. And even if the United States has by contract thrown open its ports to one belligerent, it is quite possible, and we should say probable, that Great Britain would be entitled to complain of this as an unneutral act.

The Netherlands Oversea Trust.

AN ESTEEMED correspondent has sent for our perusal a copy for November, 1915, of *Communications*, the Journal of the International Association of Marine Underwriters, which is still published on the Continent, notwithstanding the temporary severance of its members by the war. The part which is of immediate interest is the outline of the arrangements of the Import Trusts of Holland and Switzerland. Last June a Proclamation was issued here prohibiting the exportation of goods to the Netherlands unless consigned to the Netherlands Oversea Trust (59 SOLICITORS' JOURNAL, p. 600), and it has been understood that this was done with a view to preventing goods going through to Germany, while not interfering with their export for use in Holland; really a part of the system of "rationing," which applies to goods allowed to pass through the blockade from America and other neutral countries. There was considerable discussion in Parliament just before Christmas over the Danish Agreement; but that the issue of *Communications* before us does not seem to touch. As regards the Netherlands Oversea Trust (N.O.T.), it appears that it does not itself handle or dispose of goods, but it exacts guarantees, both from the importer and from the purchaser from him, that the goods are for Dutch use only. In the first instance, the goods must be assigned to the N.O.T. or their order. The importer is required to enter into a contract with the N.O.T., by which he guarantees that he is trading with the goods himself, and is neither an agent nor a forwarding agent; and especially not an agent of a belligerent Government. We gather that this is general, and applies to all belligerents alike. And he has to give assurances that the goods are exclusively intended for inland use in Holland, or that they are to be re-exported to Dutch colonies or to neutral states for use in those countries; and he has to undertake that the goods shall not be exported directly or indirectly to belligerent countries. He has to require the same assurances from the immediate purchaser of the goods, and that purchaser in his turn from his customers. He cannot transfer the rights and duties resulting from the contract arrangement with the N.O.T., except with their written consent; and in selling the goods he must secure that the purchaser will undertake the same obligations towards the N.O.T. In the event of a breach of these obligations, provision is made for repurchase of the goods by the N.O.T., or confiscation till the end of the war, and there is a system of fines, and of securities to answer fines. These securities have repeatedly amounted to five times the value of the goods. On the arrival of the goods in Holland, the N.O.T. endorse the bills of lading to the importer, or his banker, if satisfied that they have been shipped in his interest.

The Swiss Import Company.

IN SWITZERLAND a somewhat similar arrangement is made by the Swiss Import Company—the *Société Suisse de Surveillance Economique* (S.S.S.) (*ante*, p. 192). The company, which is sanctioned by the Swiss Federal Council, undertakes the import and delivery of raw material and manufactured and semi-manufactured articles on account of third persons, for the purpose of utilization and working up in Switzerland under specified conditions. The Federal Council supplies the S.S.S. with a list of the goods which are to be imported through its agency, and the quota determined for numerous classes of goods on the basis of the import statistics for 1911-13. The goods procured through the S.S.S. must only be utilised in works situated in Switzerland. The S.S.S. is also attempting to organise various branches of commerce and industry by means of syndicates, commencing with metal, chemical, and textile industries, food manufactures, and dye works. Provision is made for the re-export of raw materials and manufactured goods, but these can only go back to the country from which they were imported or (if a belligerent) its allies; in the case of neutral countries, consumption in those countries must be guaranteed. But there are a number of exceptions, and in particular no restriction is placed on the export of a number of articles which do not facilitate warlike operations. Very detailed regulations have been framed for the traffic carried on in the refining of metals, including copper, tin, zinc, lead, and nickel. It appears that efforts are being made to introduce a similar system of guaranteed exports into America, and in New York the American Oversea Corporation has been founded for the purpose of managing the foreign trade of the United States to the neutral countries of Europe. All this represents an extremely complicated system of regulated imports and exports which the war has called into being, and which it may be hoped works not ineffectively. To expect it to work with absolute accuracy would clearly be unreasonable.

Wills Made by Seamen "at Sea."

THE OLD conundrum, when is a sailor not a sailor, is suggested to one's mind by the judgment of BARGRAVE DEANE, J., in *The Estate of Anderson* (reported elsewhere). ANDERSON was a member of the Royal Naval Auxiliary Sick Berth Reserve of the St. John's Ambulance Brigade—the somewhat lengthy title for the medical section of the Royal Naval Volunteer Reserve, a body which corresponds in some respects to the National Reserve, and in others to the new Volunteer Training Corps. Its members are not in the service of the Crown, and are not subject, as such, to the Naval Discipline Act; but they have entered into a contract with the St. John's Ambulance Brigade to serve for one year in the Navy if required. They cannot be compelled by a decree of specific performance to carry out this contract by attesting in the Navy, but no doubt an action for damages at the instance of the society would lie against them if they failed to do so when required. The grant paid by the Admiralty to the society would presumably indicate the measure of damages. ANDERSON was called up for service by the society at the instance of the Admiralty on 2nd August, 1914, and received orders to report himself for service on board H.M.S. *Pembroke*—which is the naval name of Chatham Barracks. He made his will that same day without the formalities required

by the Wills Act, 1837, in the case of ordinary persons, but in a form valid under section 11 of the Act if he was a soldier "being in actual military service," or "any marine or seaman being at sea." Next day he reported in uniform at Chatham Barracks, and was drowned on 30th October, 1914, in the loss of the hospital ship *Rohilla*. The question, therefore, arose whether he was "a mariner or seaman being at sea," so as to be within the section. This involves two questions—(1) was he a naval rating in the service of the Crown, and (2) was he at the date when he made the will "at sea." The first question was answered in the affirmative, upon the evidence of naval officers. The second question was answered in the negative by the learned Judge, on the ground that ANDERSON was not on 2nd August either actually or constructively "at sea." Had he joined a ship, come back, and while on leave ashore made his will, then *In the Goods of McMurdo* (6 P. & D. 540) shews that the will would have been valid; and *In the Goods of Sarah Hale* (1915, 2 Ir. R. 362), which we noticed lately (*ante*, p. 204), is to the same effect. It would not have stretched the section much further, and would, we should think, have been just as reasonable, to include the present case; but there is the distinction that ANDERSON had not actually been to sea, and here the learned Judge drew the line.

Salvage and Government Ships.

A MOTION of a novel kind came before Mr. Justice BARGRAVE DEANE in *The Broadmayne* (*Times*, 15th January). The Lords Commissioners to execute the office of Lord High Admiral (*i.e.*, the Board of Admiralty) gave notice of motion that the writ and all subsequent proceedings in a salvage action *in rem* by the owners, master and crew of the tug *Revenger* against the owners of *The Broadmayne* should be set aside, or the proceedings against *The Broadmayne* stayed so long as that ship remained in the service of the Crown. The case at first seemed likely to raise once more the troublesome question whether a vessel requisitioned by the Crown is entitled to claim reward for salvage services rendered. Salvage is in its nature an implied contract, and the ordinary rule applies, that a person who is bound by law to perform a duty to the public at large cannot claim reward from an individual for performing it towards him. There is no consideration for the implied promise, since the right to the service already exists. Hence certain Crown vessels, being required by Admiralty orders to render salvage services, cannot claim reward (*The Sarpen*, 31 T. L. R. 576). But the Judge held that the Crown had nothing to do with this part of the case. When the case came on for hearing the Court would decide whether the crew of the salving tug were in fact acting under the orders of the Admiralty or voluntarily. *The Revenger* was a private tug, employed by, but not actually requisitioned by the Admiralty at the time when the services were rendered; nor was *The Broadmayne* then requisitioned, though both vessels were requisitioned later. But on the motion to set aside the writ the only question before the Judge was whether or not the Admiralty had any *locus standi* to interfere. They claimed that right on the ground that the salved vessel had been since requisitioned by the Admiralty, and therefore belonged to the Admiralty within the meaning of section 557 of the Merchant Shipping Act, 1894. That section prohibits the Court from entertaining an *action in rem* against a vessel belonging to the Admiralty, so that the question of ownership in the case of a requisitioned vessel becomes important. But at this point again a side issue rendered it unnecessary to decide the exact status of requisitioned vessels. For the plaintiffs, by giving an undertaking in lieu of bail, had converted their action *in rem* into an action *in personam*, which is not subject to the statutory prohibition. The Court therefore refused to recognize any right of interference by the Admiralty in a mere action *in personam* between the crews and owners of two private vessels, though in the service of and afterwards requisitioned by the Admiralty.

Judgments of the Tribunal Correctionnel in France.

ONE OF the most important changes in the procedure of English Courts of Summary Jurisdiction is the introduction of compendious forms of convictions which permit an entire dispensation from any detail either of the proceeding before the magistrate or of the proofs of the fact. This privilege is not shared by the French Tribunal Correctionnel, which has some analogy to our Courts of Summary Jurisdiction, inasmuch as it tries cases without a jury. The judgments of this Tribunal continue to be *motivés*, as it is called—that is, contain recitals of the proofs on which the conviction is founded, and of inferences of fact which are drawn by the Court. In a recent case in Paris, in which the defendant was charged with procuring the sale of certain articles by fraudulent representations that they were Egyptian antiquities, the judgment dismissing the charge is in writing, and contains findings and reasonings of such length as to have excited comment in the French Press.

Disclaimer by Trustees.

ALTHOUGH it may not amount to a *casus omissus*, the provisions of the Trustee Act of 1893 are not of great assistance where a person appointed to be a trustee declines to accept the trust and refuses even to execute a formal deed of disclaimer. The practical difficulties that arise in such a case disclose a very weak spot in the law of trusts. No one can be forced to accept a trusteeship against his will. Nor can he be forced to evidence his refusal by the execution of a deed. The first of these two propositions is founded on the simplest canon of justice. But upon the balance of fairness and convenience it is very doubtful whether the second proposition ought not to be modified. The inconveniences following from a refusal to disclaim by a formal instrument far outweigh any considerations that might be urged in favour of a man who unknowingly has been put into a position of a trustee, and as a consequence is put to the trouble of perusing and executing a deed of disclaimer. True, no person ought to anticipate or assume another man's willingness to undertake fiduciary duties on his behalf, and if he presumes too much on that other man's good nature, the latter may have a grievance against him. But if the aggrieved party finds vent for his feelings in refusing to disclaim in a formal manner, he causes mischief to all concerned in the trust—mischief for which, it is submitted, the law ought to make him pay. We propose to consider shortly the position thus created.

It is now well established that the trust property vests in a person appointed to be a trustee, even though he knows nothing of the conveyance, assignment or transfer. But it vests, subject to being divested on the person so appointed refusing to take it. The effect of repudiation is to work a divesting *ab initio*. It is said in Sheppard's Touchstone that a feoffment, gift, grant or lease may become void by disagreement or refusal of the party to whom it is made, and that if lands be limited to a man by way of use or granted immediately by feoffment, gift, grant or lease, or if goods or chattels be given or granted to a man, the things granted shall be said to be in the grantee, and the grant is good before notice and agreement and until disagreement, and that before agreement the grantee may waive it, and so avoid the estate, and the deed also whereby the estate is made (Shep. Touch., ch. 15). In the same passage in that treatise it is suggested that a grant of freeholds cannot be waived and avoided except in a court of record. It has long since been held that this suggestion is unsound, and in one or two ways the statement of the law set out above ought perhaps to be modified. Thus the deed itself may remain on foot, notwithstanding the waiver, and mere notice of the grant does not of itself put an end to the right to disclaim. But, in the main, the law as stated in this ancient authority has been recognized and acted upon for centuries.

The retrospective effect of a disclaimer by a trustee was considered by PARKER, V.C., in the case of *Peppercorn* v. *Wayman* (1852, 5 De G. & Sm. 230), where his honour held that acts done by the acting trustees before the disclaimer of the refusing trustee were valid, inasmuch as the disclaimer operated *ab initio*. Indeed, from this case it would seem that it is not even necessary for the appointment to have been brought to the notice of the refusing trustee before the dispositions by the other trustees were effected. That is to say, for instance, where three trustees are appointed and two of them deal with the trust property before the remaining trustee knows of the appointment and before he disclaims, the dispositions of the two acting trustees are validated by the *post facto* disclaimer by the third.

No one can deny the prudence of executing or of procuring the execution of a deed of disclaimer. LEACH, M.R., in *Stacey* v. *Elph* (1833, 1 My. & K. 195) laid much stress on this prudence, while holding that the conduct of the repudiating trustee in that case was sufficient to work a disclaimer. It has been held in more recent times that conduct, which is of itself sufficient to work a disclaimer of the office of a trustee, is equally effective to work a disclaimer of the trust property. This was the decision of the Court of Appeal in *Re Birchall, Birchall* v. *Ashton* (40 Ch. D. 436). "I should be sorry," said COTTON, L.J., in that case, "that it should be thought that a trustee could disclaim the office of trustee, and nevertheless take the legal estate." But the recognition of mere conduct as a mode of disclaimer lets in the further question of what acts or omissions by the disclaiming party are to be regarded as sufficient. This question is one, no doubt, of fact, and depends largely on the circumstances of the case, and particularly on the nature of the trusts. Thus, in the case of a will, where the same persons are appointed trustees and executors, and all the real and personal property is given to them upon trust for sale, and, with that exception, every express duty, trust, or obligation imposed upon those persons is directed to the dealings with the mixed fund thus notionally created, the fact that one of these persons renounces probate is strong evidence of disclaimer on his part of all the trusts and of the trust property. These were circumstances upon which JESSEL, M.R., relied in holding, as he did in *Re Gordon, Roberts* v. *Gordon* (6 Ch. D. 531), that there had been a disclaimer. In *Stacey* v. *Elph* (*supra*) the repudiating trustee had purchased real estate from the heir, who would only have been entitled on the ground that the purchaser had disclaimed. It was conduct inconsistent with an acceptance of the trusts, and the Court held there that there had been a disclaimer by conduct.

It seems abundantly clear that the presumption of acceptance of the office of a trustee more readily arises than any presumption of a disclaimer. Time goes to strengthen the presumption of acceptance. Time makes it more difficult to establish a disclaimer. In *Re Arbib and Class's Contract* (1891, 1 Ch. 601) a person resident in Australia was appointed a trustee, if and when he should return to England. This person did return to England some eight years after the death of the testator. He came to this country for the benefit of his health, and only remained here six months, after which time he returned to Australia. He did not prove the will, nor did he do anything in the trusts. It was sought to make a title on the footing that he was not a trustee, but the Court of Appeal refused to force the title on the purchaser, holding that the *primâ facie* presumption of acceptance had not been displaced.

The great difficulty in all these cases of disclaimer lies in the fact that there is no criterion, or standard, or test, with the assistance of which it is to be decided whether or not a disclaimer has been effected. Does it lie in intention? Is it a question whether the trustee himself decides to act or to disclaim? Must this be communicated to the other parties? If so, to whom, and how and when? A man may go to bed intending not to accept a trust of which he has just heard that he has been appointed a trustee. In the morning he may have changed his mind, while at midday he may again return to his intention of refusing. Does this affect the question of disclaimer? Clearly it ought not to have any effect as regards the other persons interested. Some qualification of the doctrine of intention is necessary; and it would seem that this is imposed by requiring the refusing trustee to communicate his intention of repudiating the trust to some of the other parties. This seems to follow from the case of *Conyngham* v. *Conyngham* (1750, 1 Ves. Sen. 522) as explained by LEACH, V.C., in *Stacey* v. *Elph* (*supra*). Those and other cases seem to shew that the refusing trustee must not be ambiguous in his acts of disclaimer.

Now it would appear to be well established that once a trustee accepts a trust he cannot afterwards disclaim. No doubt it could be supported that once a trustee has disclaimed he cannot afterwards accept the trust. He cannot, after disclaimer, appoint himself to be a trustee, or vest in himself the property which was originally vested in him, but which became divested on his disclaimer. That would appear to be clear on principle. But even here the question of what amounts to disclaimer cannot be escaped. At what point of time does disclaimer take place? In cases where lapse of time is relied on, as it sometimes is, as evidence of disclaimer, it is of a disclaimer long past.

Many of the inconveniences occasioned by the repudiation of a trust by a person appointed to be a trustee may be overcome by the exercise of the statutory powers bestowed by section 10 of the Trustee Act, 1893. The disclaiming trustee is, of course, a trustee who refuses to act within the meaning of that section, and the person empowered to appoint new trustees by the trust instrument, or if there is no such person the continuing trustees, which in this case would mean the acting trustees, could appoint a new trustee in the place of the disclaiming party. The trust property, if not copyholds, could be vested by the usual vesting declaration under section 12. On the other hand, however, if no disclaimer had in law taken effect, the statutory power would not be exercisable. Had, for instance, some act been done in the trusts by the supposed disclaiming trustee which would have put it out of the power of that party afterwards to disclaim the trusts, then, notwithstanding his subsequent fervent repudiation and the belief of all parties that a disclaimer had taken place, the purported exercise of the statutory power under section 10 would be purely nugatory. It would appear, therefore, that if no deed of disclaimer be executed, or if the circumstances are not such that all reasonable possibility of someone afterwards calling the disclaimer into question is excluded, the powers of sections 10 and 12 of the Act cannot be safely relied on. This means that the parties are put to the expense of going to the court.

It seems that a refusing trustee is within his rights in refusing to do any act whatever relative to his appointment as a trustee. There can be no doubt that he ought to be forced to execute a deed of disclaimer where, as is almost always the case, the costs of such a deed are offered to him out of the trust funds. It is hoped that some day the court will exercise its wide discretion in the matter of costs by compelling such a person to bear the whole of the expenses incurred by reason of such unreasonable conduct.

In the case of *Rex* v. *Williams, otherwise Embleton*, before the Court of Criminal Appeal, this week, the appellant, George Williams, otherwise Richard Embleton, had been convicted at the Dorset Sessions of burglary, and had been sentenced to four years' penal servitude. He appealed against his sentence. The appellant appeared in person; Mr. Randolph Glen appeared for the Crown. The Lord Chief Justice said that, although the appellant had appealed only against sentence, the Court thought it necessary to examine the validity of the conviction. Mr. Glen said that he had been instructed on the question of sentence only. The Lord Chief Justice said that, when counsel appeared in the Court of Criminal Appeal on appeals against sentence, the Court would assume that they were instructed upon all the facts of the case. It was necessary that they should be, so that they could inform the Court of all the circumstances leading to the imposition of the sentence. The appeal was adjourned until next Monday.

Reviews.

Bankruptcy Law.

THE LAW OF BANKRUPTCY AND BILLS OF SALE, WITH AN APPENDIX CONTAINING THE BANKRUPTCY ACT, 1914; GENERAL RULES, FORMS, SCALE OF COSTS AND FEES, 1915; DEEDS OF ARRANGEMENT ACT, 1914; RULES AND FORMS, 1915; DEBTORS ACTS, 1869, 1878, AND RULES AND FORMS; BILLS OF SALE ACTS, 1878–1891, &c., &c. By EDWARD T. BALDWIN, M.A., Barrister-at-Law. ELEVENTH EDITION. Stevens & Haynes. 30s.

The easiest way of writing a text-book on a branch of law which has been in the main reduced to statute form is to take the successive sections of the statutes and illustrate them by reference to the cases, and this way—though not exactly scientific—is useful. The practitioner generally wants to go straight to a particular section and ascertain all that there is to be said upon it. But it is not by any means always the case that a particular section stands alone; it may be necessary to consider it in relation to other sections; and this suggests that the most convenient mode of exposition is, after all, the scientific and logical mode: to treat the subject in its natural sequence and divisions, and to let the provisions of the statutes then take their proper place in the text. Such an arrangement should place the text of the statutes in an Appendix, and when the statutory provisions contain references to the pages where they are explained, the practitioner has a book which will at once suit his convenience and his sense of fitness.

This is the method which is adopted with excellent effect in Mr. Baldwin's useful work on Bankruptcy and Bills of Sale, a new edition of which was issued last year. The law of bankruptcy underwent important changes in the Bankruptcy and Deeds of Arrangement Act, 1913, and this opened the way for the two consolidating statutes—one for bankruptcy and one for deeds of arrangement—which were passed in the summer of 1914, and came into operation at the beginning of last year. One of the most important changes is the new jurisdiction to apply the bankruptcy law to persons abroad who carry on business in England, either by an agent or manager, or as members of a firm which has partners in this country. Formerly the courts declined to apply the bankruptcy law to such persons; to do so, it was considered, would be a breach of international comity, which could only be justified by express statutory provision (*Ex parte Blain, Re Sawers*, 12 Ch. W. 522). This provision has now been made by sections 1 (2) and 4 (1) (*d*) of the Bankruptcy Act, 1914; but, as Mr. Baldwin points out, these sections are difficult to construe, and his comments on them at pp. 15 and 62 will be useful to practitioners who have to consider their exact application; and attention may be called to the elaborate exposition at pp. 97–166 of the various acts of bankruptcy; and at pp. 305–309 there is a neat statement of the present law as to after-acquired property of the bankrupt. The principle of *Cohen* v. *Mitchell* (25 Q. B. D. 262), that the bankrupt can deal with after-acquired personal property before intervention by the trustee, has been extended to real estate, and the singular discrimination in this respect between real and personal estate has been removed.

In the case of voluntary settlements liable to be avoided in bankruptcy, regard must now be had to section 42 of the Act of 1914, which takes the place of section 46 of the Act of 1883, but the rule in *Re Carter & Kenderdine* (1897, 1 Ch. 776) still applies in such cases, and the title of a purchaser from the donee is good; and this is so, even though there have been at the time of the purchase an act of bankruptcy, provided he has no notice (*Ex parte Green, Re Hart*, 1912, 3 K. B. 6). This is dealt with by Mr. Baldwin at p. 421, and the whole of the exposition of voluntary settlement is fully and usefully done; and the same remark applies to the subject of fraudulent preference, which is considered under "Acts of Bankruptcy" (pp. 126 *et seq*). And at p. 430 there is a useful note on assignment of debts under section 25 (6) of the Judicature Act, 1873. But the whole book is marked by careful and accurate treatment of the numerous points of practical importance which arise in bankruptcy, and this edition will increase the reputation which it has attained as a standard work on Bankruptcy Law.

The Law of Evidence.

CASES AND STATUTES ON THE LAW OF EVIDENCE; WITH NOTES, EXPLANATORY AND CONNECTIVE, PRESENTING A SYSTEMATIC VIEW OF THE WHOLE SUBJECT. By ERNEST COCKLE, Barrister-at-Law. THIRD EDITION. Sweet & Maxwell (Limited). 12s. 6d. net.

The function of the courts is to apply principles of law to ascertained facts. Sometimes the facts are clear or admitted, and the only question is as to the law. More often the first and chief difficulty in a case is to arrive at the facts, and when this has been done the application of the law may be easy. Between these two extremes the ascertainment of facts and the application of the law hold varying degrees of relative importance; but, generally speaking, the initial matter in every case, as counsel realize in advising on evidence, or at a later stage when dealing with the witnesses in court, is to prove the facts; and in this he has to be guided by the numerous rules of evidence laid down by statute and case law.

It was a happy idea of Mr. Cockle's to treat this subject on the "leading case" system, and we are glad to see a new edition of his useful work. He has done all that seems possible to assist the practitioner by the selection and presentment of the cases, and the more important parts of the judgments are emphasized by the use of heavy type. Some 200 cases have been chosen for this treatment, and their utility to the reader is increased by the newly-written head notes, and by the explanatory notes which are frequently appended. Much interest was aroused recently with reference to the admissibility of statements made in the presence of a prisoner, and *R.* v. *Christie* (1914, A. C. 545), in which the matter was discussed in the House of Lords, has been included in this edition. And the difficult question of the admission of parol evidence to prove matters collateral to a written document is illustrated by a series of cases, of which *De Lassalle* v. *Guildford* (1901, 2 K. B. 215) is one of the most recent and most important. But in all branches of the law of evidence the practitioner will find useful and appropriate cases; and Mr. Cockle's book is both informing and convenient to use. Considering how much of a lawyer's business consists in searching for principles amid the maze of judicial decisions, books such as the present form one of his most valuable auxiliaries. The numerous statutes dealing with evidence are collected in Part 2, and the relevant sections given. These commence with the Act of Supremacy, 1558, requiring two witnesses in cases under the Act—one of the four cases, as Mr. Cockle points out, in which this method of corroboration is required, the others being high treason, blasphemy, and personation at elections (p. 141)—and come down to the Criminal Justice Administration Act, 1914, and Bankruptcy Act, 1914; and Part 3 contains the R. S. C. relating to evidence.

Books of the Week.

County Court Practice.—The Annual County Courts Practice, 1916. By his Honour Judge RUEGG, K.C. With Special Chapters on Employers' Liability and Workmen's Compensation, by GILBERT STONE, B.A., LL.B., Barrister-at-Law; on Costs and Court Fees, by W. H. WHITELOCK, B.A., and ARTHUR L. LOWE, M.A., Registrars for the Birmingham County Court; and on Admiralty and Merchant Shipping, by H. H. SANDERSON, Solicitor, of Hull. Sweet & Maxwell (Limited); Stevens & Sons (Limited). 25s.

Case and Comment.—The Lawyer's Magazine. Diplomatic and Consular Number. January, 1916. The Lawyers' Co-operative Publishing Co., Rochester, New York. 15c.

Money-lenders.—Tables for Determining the Rate of Interest Charged by Money-lenders. By Judge GRAHAM, K.C., Judge of the Bow County Court, London. Stevens & Sons (Limited). 6d. net.

Social Reform.—Thoughts on Reform. By a Solicitor. Headley Brothers. 5d.

Correspondence.

Increase of Rent and Mortgage Interest (War Restrictions) Act, 1915.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—On 15th March, 1900, some trustees lent A.B. £5,000 on mortgage of certain houses in the country, the rateable value of each house well over £26. On the same day the same trustees also lent A.B. another sum of £5,000 on mortgage of certain small houses, the rateable value of each house (with the exception of one) being under £26. No consolidation clause was inserted in either mortgage.

On 14th June, 1909, the borrower mortgaged a house, the rateable value of which was over £26, as additional security for both loans. A declaration was inserted in this deed prohibiting the borrower from redeeming one mortgage without the other.

Will any of your correspondents be so good as to inform me if, in their opinion, the trustees are debarred under section 1 (4) of the above Act from calling in the first loan of £5,000, having regard to the declaration contained in the deed of 14th June, 1909?

Jan. 29, 1916. SUBSCRIBER.

[The declaration in the third mortgage appears to be effectual to preserve the right of consolidation as regards all: *Griffiths* v. *Pound* (45 Ch. D. 553); and for some purposes the three mortgages make a

single security. When a mortgage comprises property part only of which is within the Act, the Act seems to apply to it; see section 2 (4):—"This Act shall apply to every mortgage where the mortgaged property consists of or *comprises* one or more dwelling-houses to which the Act applies." But it would be carrying the doctrine of consolidation rather far to say that the three mortgages are a single mortgage within the Act. Moreover, consolidation is a fetter on the right to redeem, not on the right to enforce the security, and we imagine that the right to enforce the first mortgage is not affected. But we should like to receive an expression of opinion on the point.—ED. *S.J.*]

Increase of Rent and Mortgage Interest Act.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—There are several cases in which mortgages were called up before this Act came into operation.

In some cases the notices have expired, but payment has not been made.

I shall be glad to have the opinion of any of your readers as to whether the Act will apply to any of these cases.

Cardiff, Jan. 31. CARDIFF SOLICITOR.

[The Act is in the alternative, "to call in his mortgage or to take any steps," etc. (s. 1 (4)). Does not the second part prevent any further proceedings being taken?—ED. *S.J.*]

CASES OF THE WEEK.

House of Lords.

BRITISH AND FOREIGN MARINE INSURANCE CO. (LIM.) *v.* SAMUEL SANDAY & CO. 30th November; 2nd and 3rd December, 1915; 20th January.

INSURANCE (MARINE)—POLICY—RESTRAINT OF PRINCES—RESTRAINT BY GOVERNMENT OF ASSURED—CARGO DESTINED FOR HAMBURG—ADVENTURE RENDERED ILLEGAL—SHIPS DIVERTED TO BRITISH PORTS—NOTICE GIVEN UNDERWRITERS—CLAIM AS FOR CONSTRUCTIVE TOTAL LOSS—MARINE INSURANCE ACT, 1906 (6 ED. 7, C. 41), S. 60.

Two British ships sailed from the River Plate with cargoes shipped by an English firm for delivery at Hamburg before the outbreak of war between England and Germany. Of that fact the master of one of the ships received notice from his owners by cable in the course of the voyage, and, in pursuance to orders to that effect, put into a British port. The other ship, on arriving in the Channel, was signalled by a French cruiser to go into a British port, which she did, and her master there learnt that England was at war with Germany. The ships having discharged their cargoes at ports in the United Kingdom, the shippers gave notice to the underwriters of abandonment, and sued upon the policies, which each contained the usual clause that restraint of princes was one of the perils insured against as for a total loss.

Held, that the shippers were entitled to recover under the policies.

Decision of Court of Appeal (59 SOLICITORS' JOURNAL, 456; 1915, 2 *K. B.* 781) *affirmed.*

Appeal by the British and Foreign Marine Insurance Co. (Limited), the defendants in the action, from an order of the Court of Appeal, by which a judgment of Bailhache, J., sitting as judge for commercial causes, was affirmed. The appeal having been fully argued, the House reserved judgment.

Earl LOREBURN said that when the present war commenced *The St. Andrew* and *The Orthia*, both of them British ships, were on a voyage from the Argentine to Hamburg laden with merchandise. On learning that war had broken out between Great Britain and Germany, whereby the taking of these goods to Hamburg had become unlawful, the masters properly desisted from the voyages, and the cargo owners warehoused their merchandise, and gave notice of abandonment to their underwriters, claiming on a constructive total loss. The notices were not accepted, and this action was brought to enforce them. There was no distinction between the two ships, and both policies were of a like tenor. The two questions alone argued before the House were (1) whether the old rule still prevailed—that, upon an insurance of goods, substantially in the words of these policies, the frustration of the adventure by an insured peril was a loss recoverable against underwriters, though the goods themselves were safe and sound; and (2) whether, under the circumstances, there was here a restraint of princes, which was one of the perils insured against in these policies. He agreed with the majority of the Court of Appeal (Swinfen Eady, L.J., dissenting on this point) that it was the well-settled rule under the Marine Insurance Act, 1906, that, when goods were insured in a policy worded as these policies were, at and from the port of loading to the port of destination, there was a loss if the adventure was frustrated by a peril insured. It was not merely an insurance of the actual merchandise from injury, but also an insurance of its safe arrival at the particular port named in the policy. He thought that the declaration by His Majesty of war, issued on 4th August, 1914, made the carrying of this merchandise to Hamburg not only a serious offence in law, but in fact impracticable. The clause insuring these goods insured their safe arrival at Hamburg, and the destruction of that adventure was directly caused by His Majesty's declaration. It was therefore a loss within the clause which insured these goods against losses from restraint of all kings, princes, and peoples. The order appealed from must be affirmed.

Lords ATKINSON, SHAW, PARMOOR, and WRENBURY gave judgments to the like effect. Appeal dismissed with costs.—COUNSEL, for the appellants, *Sir Robert Finlay*, K.C., *Leslie Scott*, *K.C.*, and *F. D. Mackinnon*, K.C.; for the respondents, *Adair Roche*, K.C., and *Dunlop*. SOLICITORS, *Waltons & Co.; Pritchard & Sons*, for *A. M. Jackson & Co.*, Hull.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

KECK *v.* FABER. JELLETT AND KEEBLE, Third Parties. Astbury, J. 12th and 13th January.

VENDOR AND PURCHASER—BREACH OF CONTRACT AFTER SUB-SALE OF PART—MEASURE OF DAMAGES—PARTICULAR ITEMS OF DAMAGES ALLOWED—ASCERTAINMENT OF THE SELLING VALUE OF THE LAND AT DATE OF BREACH.

On a contract for the sale of land, the measure of damages on a breach by the purchaser is the difference between the contract price—i.e., the amount of the purchase price which the vendor would have received if the contract had been fulfilled—and the value in money of the estate at the time of the breach.

Jamal *v.* Moolla, Dawood, Sons, & Co. (1916, *A. C.* 175) *applied.*

The vendor is entitled to recover as damages the difference between the contract price and the selling price if realized within a reasonable time of the breach, and not the selling price if realized slowly and advantageously, as would be done if the property were nursed by a speculative builder.

This was the further consideration of a vendor's action for specific performance or damages. By two agreements, dated 27th March and 17th June, 1913 (the latter comprising only 15 acres), the plaintiff, as tenant for life, agreed to sell, and the defendant agreed to purchase, Stoughton Grange, Leicester, and 7,297 acres of land for £251,700, and deposits amounting to £12,665 were paid. Completion was fixed for 11th November, 1913. The main contract contained no provision for forfeiture of the deposit or for resale of the property on the defendant's default. The defendant purchased as a speculation on an indemnity by the third parties, and forthwith put up the property for sale in lots by auction. At such auction, or subsequently, he contracted to sell to about forty sub-purchasers 1,758 acres, forming the cream of the estate, for £82,107. At his request completion was postponed by the plaintiff until 9th January, 1914. Strenuous endeavours were meantime made by the defendant to subsell the rest of the estate, and subsequent auction sales were held by him, but all without result, and he was unable to complete his purchase on 9th January, 1914, and the plaintiff commenced this action on 26th January, 1914, for specific performance or damages. At the trial on 9th July, 1914, the plaintiff elected to ask for damages in lieu of specific performance, and it was ordered that it be referred to the Official Referee for inquiry and report as to what damages the plaintiff had suffered by reason of the defendant's breach of contract, and it was declared that the plaintiff was entitled to forfeit the deposits, and that if the damages exceeded the deposits the latter were to be in part discharge of the damages. The plaintiff subsequently arranged with some of the sub-purchasers to complete their purchases direct, and received the purchase moneys, amounting to about £68,000. The inquiry was heard before Mr. M. Muir Mackenzie, the Official Referee, on four days in October, 1915. The claim for damages was under ten heads, the first and main head being the difference between the price agreed to be paid by the defendant and the price which the property would have fetched if resold by the plaintiff on or about the 9th day of January, 1914. Expert evidence of value and estimate of value was adduced on both sides. In estimating such damages the plaintiff admitted that, notwithstanding that sub-sales for about £68,000 only were completed, the whole of the 1,758 acres agreed to be sub-sold by the defendant should be accepted as of the value of £82,107, but contended that the rest of the estate had never been worth £169,593, and had been depreciated in value by being unsuccessfully hawked about for sale, by the disturbance of the tenants, and by the apprehensions of the sub-purchasers. By paragraph 23 of his report, dated 8th November, 1915, the referee stated: "The plaintiff claimed as the principal item of damage suffered by him the difference in amount between the purchase price which he would have received if the contract had been fulfilled and the value in money of the estate at the time of the breach of contract." And by paragraph 26 he reported: "I put the gross value of the unsold part of the estate at an average of £30 per acre," and "from that gross sum should be deducted 10 per cent. for what was conveniently called in evidence the difference between wholesale and retail price." And he found that, as regards the portion resold for £82,107, there was no diminution in value resulting in any loss to the plaintiff. The other nine heads of damage, which were admitted in principle and (subject as to No. 10 to taxation) agreed to in amount by the defendant and adopted by the referee in paragraph 29 of his report, included: (2) Excess of interest on balance of purchase money from 11th November, 1913, to 9th January, 1914, over rents

received by the plaintiff. (3) Loss of rent sustained by the plaintiff due to discharge of tenants at defendant's request. (4) and (5) Compensation paid to outgoing tenants with expenses of their valuations. (6) Costs incurred in re-letting farms. And (10) the difference between the scale fee payable by the plaintiff to his solicitors if the sale had been completed and his costs under Schedule II. of the Solicitors' Remuneration Order on the defendant's breach—subject to taxation thereof. On the hearing on further consideration the defendant moved to vary the referee's report by (*inter alia*) the omission of the 10 per cent. deduction from the value at £30 per acre of the unsold land. Counsel for the plaintiff cited Mayne on Damages (8th ed., p. 247); Williams' Vendors and Purchasers (2nd ed., p. 1063); *Laird* v. *Pim* (7 M. & W. 474); *Noble* v. *Edwards* (5 Ch. D. 378); *Jamal* v. *Moolla, Dawood, Sons, & Co.* (1916, A. C. 175); *Rodoconachi* v. *Milburn* (18 Q. B. D. 76).

ASTBURY, J., after shortly stating the facts and reading paragraph 23 of the referee's report, said: Treating that paragraph as applying to the unsold part of the estate, I think the referee has treated the principle on which damages should be assessed correctly. I have no doubt the property was considerably depreciated in value by what has taken place. These matters were all considered by the referee. As to paragraph 26 of the report, the first point taken by the defendant is on the wording of the report. It is said that the referee has found as a fact that the value of the unsold part of the estate at the date of the breach was £30 per acre, and that he was therefore wrong to deduct 10 per cent. therefrom. There is perhaps some ambiguity in the sentence, but I have seen the referee, and am satisfied from what he told me as to what meaning he intended to convey. He intended to state first what would be the value of the unsold land if it was nursed by a speculative buyer and gradually sold, and valued on that basis he states the value of the property to be £30 per acre. But the plaintiff was not bound to nurse the estate and hold the property for the period necessary to realise that value. The vendor was entitled to get the difference between the contract price and the selling price at the date of the breach, not necessarily at the moment of the breach, but if he realised within a reasonable time of the breach. The referee has told me that the sentence in question in his report should read, and was intended by him to mean, the difference between what would have resulted from selling the unsold part of the estate in block or in lots at or about the time of the breach instead of nursing it possibly for years as described in the evidence before him. The first part of the referee's report dealing with the figures arrived at on the above basis is a definite statement of fact as to the value of the unsold land at the date of the breach, and I am not prepared to say that the referee has adopted the wrong basis in arriving at that value. After an adjustment of certain matters not material to be stated, the plaintiff's damages thus ascertained under head 1 amounted to £19,818, and under heads 2 to 9 inclusive to £3,655 13s. 2d., making £23,473 13s. 2d., leaving a balance of £10,808 13s. 2d. after deducting the deposits, plus the amount to be certified by the taxing master under head 10. —COUNSEL, for the plaintiff, *Micklem*, K.C., and *H. T. Methold*; for the defendant, *The Hon. Frank Russell*, K.C., and *W. R. Sheldon*. SOLICITORS, for the plaintiff, *R. F. Taylor, Sons, & Humbert*; for the defendant, *Hunter & Haynes*.

[Reported by L. M. MAY, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

In the Goods of **ANDERSON (Deceased). ANDERSON** *v.* **DOWNES.**

Bargrave Deane, J. 19th and 20th January.

PROBATE—WILL OF MARINER OR SEAMAN "AT SEA"—MEMBER OF AUXILIARY ROYAL NAVAL SICK BERTH RESERVE—LETTER WRITTEN BEFORE JOINING VESSEL AFTER RECEIPT OF MOBILISATION ORDER—WILLS ACT, 1837 (1 VICT. C. 26), S. 11.

The will of a seaman not made at sea is not brought within the purview of section 11 *of the Wills Act*, 1837, *by circumstances which, had the maker been a soldier, and had the services on which he was engaged been military instead of naval, might have led the Court to consider that he was "in actual military service" within the meaning of the section.*

A member of the Auxiliary Royal Naval Sick Berth Reserve, mobilized shortly before the outbreak of war, was ordered to proceed to Chatham Barracks, where he remained for several days before joining the hospital ship Rohilla, *in which he afterwards perished at sea. After receiving his orders, but before he left home for Chatham, he wrote out and signed an unattested document of a testamentary character.*

Held, that the document was not entitled to probate as the will of a "mariner or seaman being at sea" within the provisions of the Wills Act, 1837.

In this probate action a question arose on the construction of section 11 of the Wills Act, 1837 (1 Vict. c. 26), which provides, "That any soldier being in actual military service, or any mariner or seaman being at sea, may dispose of his personal estate as he might have done before the making of this Act." William Edward Anderson, a weaver, of Barnoldswick, in Yorkshire, joined on 22nd April, 1911, through a local branch of the St. John's Ambulance Brigade, the Auxiliary Royal Naval Sick Berth Reserve. He signed the following declaration on enrolment:—"Whenever I receive the mobilization order I will join His Majesty's Royal Navy as an Auxiliary Royal Naval Sick Berth attendant at the place ordered, and will sign the required form of entry as a non-continuous service man, and will serve in His Majesty's Royal Naval Sick Berth Service for six months or for the period of mobilization, such period not to be longer than one year, unless re-engaged, and be subject to the Naval Discipline Act." On 2nd August, 1914, two days before the declaration of war between this country and Germany, the superintendent of the local ambulance brigade, having received orders from headquarters to mobilize his sick berth reservists immediately, warned the deceased to hold himself in readiness, and not to leave the town. On 3rd August, 1914, the deceased received his railway warrant and orders to proceed to Chatham by the mid-day train. Before leaving, in his father's house at Barnoldswick, he wrote out the following document, which was signed by him, but was not attested:—"I, the undersigned, in case of my decease, do hereby leave all my possessions to my sweetheart, Edith Downes." He left Barnoldswick for Chatham at 12 o'clock the same day. At Chatham he was medically examined, and found fit for service. He remained in barracks at Chatham, and did not embark on any ship until 17th August, 1914, when he joined the hospital ship *Rohilla*. He was entered on the books of *The Rohilla* as from 18th August, 1914, but his engagement to serve in the Navy was not in fact signed until 17th October, 1914, although it was antedated as from 2nd August, 1914. *The Rohilla* was sunk at sea, and the deceased was drowned, on 30th October, 1914. The plaintiff, Ralph Anderson, was the father and sole next of kin of the deceased, and claimed that the deceased died intestate. The defendant, Edith Downes, was the person named in the document signed on 3rd August, 1914. She claimed that the Court should pronounce for that document as the will of the deceased, alleging that the deceased was, at the time when he made it, a person within the provisions of section 11 of the Wills Act, 1837, and "was actively engaged in the service of the Crown on military and/or naval duties." Counsel for the defendant submitted that, having regard to the great changes which had taken place in the composition and duties of the forces of the Crown since the passing of the Wills Act, 1837, the provisions of section 11 of that Act should receive an extended interpretation. It was impossible to distinguish absolutely between soldiers and seamen under modern conditions; members of associations such as that to which the deceased belonged might become on mobilization either soldiers or sailors. The word "soldier" in the section should be held to include all the forces of the Crown, whether naval or military, and the privileges of the section, in his submission, extended to all members of His Majesty's forces, whether on land or at sea, who had taken some step towards, or in anticipation of going on, active service. He referred to the following cases:—*In the Goods of Hiscock* (1901, P. 78), *In the Goods of McMurdo* (1867, 16 W. R. 283; 1 P. & D. 540), *In the Goods of Saunders* (1865, 14 W. R. 148, 1 P. & D. 16), *In the Goods of Donaldson* (1840, 2 Curt. 386), *Drummond* v. *Parish* (1843, 3 Curt. 522), *In the Goods of Godley* (1907, 41 Ir. L. T. 160), *Gattward* v. *Knee* (1902, 46 SOLICITORS' JOURNAL, 123; 1902, P. 99), and *In the Goods of Hale* (1915, 2 I. R. 362). Counsel for the plaintiff contended that the deceased was within neither of the categories referred to in the section. It was clear that he was not, and had never been, a "soldier in actual military srvice"; and, if he could be regarded as a mariner or seaman at the time of making the document, he was not then "at sea." He was never at sea until a fortnight after he had signed the paper. He referred to *In the Goods of Corby* (1854, 18 Jur. 634), *In the Goods of Lay* (1840, 2 Curt. 375), and *In the Goods of McMurdo* (*supra*).

BARGRAVE DEANE, J., in delivering judgment, after stating the facts, said that the document propounded would have been a perfectly good will if it had been made at sea. He read section 11 of the Wills Act, 1837, and proceeded: The wording of that section is peculiar; its provisions as regards soldiers and as regards seamen and mariners are not identical. A soldier, to come within the provisions of the section, must be "in actual military service"; and if this man had been a soldier, or if those words had applied to mariners or seamen, it might have been argued successfully that the privilege confirmed by the section extended to him. But the section, so far as seamen are concerned, refers only to "any mariner or seaman being at sea." When the deceased wrote out the document in question, he was not at sea; he was at home at his father's house; and I feel compelled to hold, though with the greatest regret, that the document cannot be given effect to as the will of a seaman made "at sea." Of the various cases that have been cited, the case most nearly in point sems to be *In the Goods of Lay* (1840, 2 Curt. 375), a decision which was referred to with approval by Sir J. P. Wilde in *In the Goods of McMurdo* (1867, 16 W. R. 283, 1 P. & D. 540). In *In the Goods of Lay* the document admitted to probate as the will of a seaman "at sea" was written by a sailor who, having had leave to go on shore, was not actually on board his ship at the time of writing it. In the present case, if at any time before he wrote out the paper the deceased had been at sea, it might have been argued, with some chance of success, that he came within the interpretation thus laid down of the meaning of the section. But that is not the case; when he made this will he had not joined any ship. There is no doubt that he desired his sweetheart to have his money, and I very much regret that I cannot give effect to his express wishes. I must pronounce against the paper; but I think that the costs of both parties should be ordered to be paid out of the personal estate. I have no power to order that they should be paid out of the real estate.—COUNSEL, *W. O. Willis* and *Beddington*,

for the plaintiff; *Pridham Wippell* and *Acton Pile*, for the defendant. SOLICITORS, *Radford & Frankland*, for *Charlesworth & Wood*, Skipton; *Hamlins, Grammer, & Hamlins*, for *Oliver Leak*, Barnoldswick.

[Reported by CLIFFORD MORTIMER, Barrister-at-Law.]

CASES OF LAST SITTINGS

King's Bench Division.

ASHBURTON (LORD) v. GRAY. Ridley and Coleridge, JJ. 1st and 2nd December.

ARBITRATION—AGRICULTURAL TENANCY—COSTS—DISCRETION OF ARBITRATOR—AGRICULTURAL HOLDINGS ACT, 1908 (8 ED. 7, c. 28), s. 1, SCHEDULE II., RR. 14, 15.

The discretion as to costs of an arbitrator under the Agricultural Holdings Act, 1908, is unfettered. The plaintiff, as landlord, claimed £744 from the tenant, the defendant, for dilapidations, and the arbitrator awarded £71. He further awarded that the plaintiff should pay the costs of the arbitration.

Held, that he had power so to award the costs.

Appeal by the plaintiff from the Winchester County Court. The plaintiff was the owner and the defendant was the tenant of a farm at Alresford, Hants, under a lease which terminated in 1913. On its determination the plaintiff claimed the sum of £744 from the defendant in respect of dilapidations. The defendant disputed his liability under the terms of his lease, and the matter was referred to the arbitration of a single arbitrator under section 13 (1) of the Agricultural Holdings Act, 1908. The arbitrator stated a case for the opinion of the Court, which eventually, under the provisions of section 13 (3) of the Act, went to the Court of Appeal, who decided that the defendant was liable, and sent the matter back to the arbitrator to settle the amount. The arbitrator awarded the plaintiff £71 instead of the £744 originally demanded, and, after taking into account the reasonableness or otherwise of the claim, the conduct of the parties, and, generally, all the circumstances of the case, came to the conclusion that it would be fair and equitable that each party should pay his own costs of the special case, and the proceedings thereon in the county court and Court of Appeal, and that the rest of the costs of the arbitration should be borne by the plaintiff, and made his award accordingly. The plaintiff applied to the county court judge to set aside the award on the ground that, in making the above award as to costs, the arbitrator had misconducted himself within the meaning of rule 13 of the Second Schedule to the Act. The county court judge refused the application, and the plaintiff appealed. Section 13 (1) of the Agricultural Holdings Act, 1908, referred the matter to "a single arbitrator in accordance with the provisions set out in the Second Schedule to this Act." By rule 14 of the Second Schedule "the costs of and incidental to the arbitration and award shall be in the discretion of the arbitrator, who may direct to and by whom and in what manner these costs or any part thereof are to be paid." Rule 15: "The arbitrator shall, in awarding costs, take into consideration the reasonableness or unreasonableness of the claim of either party, either in respect of amount or otherwise and generally all the circumstances of the case." By section 13 (4) of the Act, the Arbitration Act, 1889, is not to apply to any arbitration under the Act. It was contended on behalf of the plaintiff that the arbitrator had no power to make the successful plaintiff pay costs, notwithstanding the provisions of rule 14 (*supra*). The discretion given to the arbitrator was a judicial discretion. In *Cooper* v. *Whittingham* (1880, 24 SOLICITORS' JOURNAL, 611; 15 Ch. D. 501, at p. 504), Jessel, M.R., stated that, in the absence of misconduct, the Court could not deprive a successful plaintiff of costs. *Foster* v. *Great Western Railway* (1882, 30 W. R. 398, 8 Q. B. D. 515), *Evans* v. *Gwauncaegurwen Colliery Co.* (1912, 106 L. T. 613), *Williams* v. *Wallis & Cox* (1914, 58 SOLICITORS' JOURNAL, 536; 1914, 2 K. B. 478) and *Kierson* v. *Joseph Thompson & Sons* (1913, 57 SOLICITORS' JOURNAL, 226; 1913, 1 K. B. 587) were also referred to. The only decision to the contrary was *Re Fearon and Flinn* (1869, L. R. 5 C. P. 34); but that decision turned on the agreement between the parties. It was contended on behalf of the defendant that arbitrators had greater powers than judges over costs, and had unfettered discretion, and *Re Fearon and Flinn* (*supra*) was the leading case on the subject. The parties had chosen their arbitrator, and the arbitrator had rightly exercised his discretion, for, substantially, the plaintiff had failed. *Connor* v. *Meads* (1912, Butterworth's W. C. Cases, 435) was also referred to.

RIDLEY, J., said the appeal must be dismissed. One would have thought that the question in dispute would already have been the subject matter of judicial decision, but neither side had cited any authority which exactly governed it. The arbitrator had stated that after carefully considering the opinion of the Court of Appeal, his own discretionary powers under the Agricultural Holdings Act, 1908, the reasonableness or otherwise of the claim, the conduct of the parties, and, generally, all the circumstances of the case, he had come to the conclusion that it would be fair and equitable that the costs of the county court and Court of Appeal should be borne by the parties equally, while the remainder of the costs of the arbitration should be borne by the plaintiff. Therefore the question was whether the arbitrator could make the successful plaintiff pay these costs. He thought the plaintiff was successful in this case, though the mere fact that a plaintiff recovered something did not necessarily make him the successful party. In a court of law he would have been entitled to his costs, see *Cooper* v. *Whittingham* (*supra*), for the discretion of courts of law must be exercised judicially, i.e., in accordance with the rules which had been laid down and which fettered it. The question was whether the discretion of an arbitrator under the Agricultural Holdings Act, 1908, was fettered in the same way. The words of rule 14 of Schedule II. of the Act, those of ord. 65, r. 1, of the Rules of the Supreme Court, and those of Schedule I. (*i.*) of the Arbitration Act, 1889, were the same, namely, that the costs "shall be in the discretion" of the particular tribunal, so that there was nothing in the words of rule 14 to justify any distinction being made. He had had much doubt in coming to a decision, but he thought that while courts of law had laid down rules binding their discretion, it was more in accord with the principles of arbitration, where the parties had chosen their own arbitrator, to say that his discretion was unfettered. He therefore had power to make this order as to costs.

COLERIDGE, J., said that there were only two grounds upon which the award could be set aside—first, on the ground that the arbitrator, having a fettered discretion, had not exercised it judicially; and, secondly, that he had been guilty of such misconduct as would entitle the Court to say that the award should be set aside. As to the first point he concurred with Mr. Justice Ridley. As to the second point they had not a sufficient knowledge of all the circumstances, for there was no shorthand note of the proceedings before them. They only knew that an exorbitant claim had been made, and it might be that the arbitrator reasonably thought that the arbitration was practically forced on the defendant by the unreasonableness of the claim, and that if a reasonable claim had been put forward no arbitration would have resulted. If so, the discretion given by the Act seemed ample to enable the arbitrator to do what he had done. If the case had been governed by the rules and cases under the Workmen's Compensation Act, 1906, he would not have had power to do this, unless, substantially, the defendant had been the successful party; but it was unnecessary to consider that.—COUNSEL, *Disturnal*, K.C., and *W. Allen; Salter*, K.C., and *S. H. Emanuel*. SOLICITORS, *H. Knight Gregson; Church, Adams, & Prior*, for *Percy W. Snelling*, Winchester.

[Reported by W. L. L. BELL, Barrister-at-Law.]

New Orders, &c.

New Statutes.

On 27th January the Royal Assent was given to the following:—

Munitions of War (Amendment) Act, 1916.
Parliament and Registration Act, 1916.
Naval Forces (Service on Shore) Act, 1916.
Military Service Act, 1916.
Customs (War Powers) Act, 1916.
Army (Suspension of Sentences) Amendment Act, 1916.
Trading with the Enemy Amendment Act, 1916.

None of these Acts had been issued on Thursday.

War Orders and Proclamations, &c.

The *London Gazette* of 28th January contains the following:—

1. A Proclamation, dated 27th January (printed below), making additions to and amendments in the Lists of Absolute and Conditional Contraband.

2. An Order in Council, dated 27th January (printed below), making further amendments in the Defence of the Realm (Consolidation) Regulations, 1914.

3. An Order in Council, dated 27th January, amending and extending the Aliens Restriction Orders. This we must hold over till next week. See under "Current Topics."

4. Orders in Council, dated 27th January, applying the Defence of the Realm (Liquor Control) Regulations, 1915, and any Regulations amending the same, to the following areas:—

(1) The Lancashire and Cheshire Area, being the area comprising the Counties of Lancaster, Chester, and Flint, including all Cities and County Boroughs within the geographical limits thereof, (excepting the County Borough of Barrow-in-Furness and the Petty Sessional Divisions of Hawkshead and North Lonsdale, in the County of Lancaster, and the Petty Sessional Division of Overton, and the Parish of Merford and Hoseley in the County of Flint), and the Borough of Glossop, and the Petty Sessional Division of Glossop, in the County of Derby.

This area is an extension of the area described in paragraph 9 of the Schedule to the Order in Council of 6th July, 1915 (59 SOLICITORS' JOURNAL, p. 616).

(2) The Humber Area, being the area comprising the City of Kingston-upon-Hull, the County Borough of Grimsby, the Borough of Beverley, and the Petty Sessional Divisions of North Holderness, Middle Holderness, South Holderness, North Hunsley Beacon, South Hunsley Beacon, Howdenshire, and Ouse and Derwent, in the East Riding of the County of York, and the Petty Sessional Divisions of Grimsby, Caistor, Brigg, Barton-upon-Humber and Scunthorpe, in the administrative County of the Parts of Lindsey, in the County of Lincoln.

5. An Order, dated 28th January, of the Central Control Board

(Liquor Traffic) for the Humber Area, as defined above, of which the following are the material provisions:—

Hours during which intoxicating liquor may be sold.

A.—For Consumption ON the Premises.

2. (1) The hours during which intoxicating liquor may be sold or supplied in any licensed premises or club for consumption on the premises shall be restricted and be as follows:—

On Weekdays: The hours between 12 noon and 2.30 p.m., and between 6 p.m. and 9 p.m.

On Sundays: The hours between 12.30 p.m. and 2.30 p.m., and between 6 p.m. and 9 p.m.

Except between the aforesaid hours no person shall—

(*a*) Either by himself or by any servant or agent sell or supply to any person in any licensed premises or club any intoxicating liquor to be consumed on the premises; or

(*b*) Consume in any such premises or club any intoxicating liquor; or

(*c*) Permit any person to consume in any such premises or club any intoxicating liquor.

B.—For Consumption OFF the Premises.

(2) The hours during which intoxicating liquor may be sold or supplied in any licensed premises or club for consumption off the premises shall (subject to the additional restrictions as regards spirits) be restricted and be as follows:—

On Weekdays: The hours between 12 noon and 2.30 p.m., and between 6 p.m. and 8 p.m.

On Sundays: The hours between 12.30 p.m. and 2.30 p.m., and between 6 p.m. and 8 p.m.

The remaining provisions appear to follow the previous Orders, and prohibit treating, credit, and the long pull, and permit the dilution of spirits to a specified degree; and there is the following extension to part of the East Riding of Yorkshire:—

Amendment of Previous Order for the West Riding Area.

13. In the Parishes of Fulford, Naburn, Stillingfleet, Escrick, Deighton, Wheldrake, Elvington, Dunnington and Heslington situate in the Petty Sessional Division of Ouse and Derwent in the East Riding of the County of York and included in the West Riding Area as defined by an Order in Council dated the tenth day of November, 1915, the provisions of this Order shall take effect and be substituted for the provisions of the Order of the Central Control Board (Liquor Traffic) made on the eleventh day of November, 1915, for the West Riding Area, which said last-mentioned Order, in so far as it affects the said Parishes, is hereby revoked.

The Order comes into force on the 7th inst.

6. An Order in Council, dated 28th January, further amending the Proclamation of 28th July, 1915, prohibiting the exportation from the United Kingdom of certain articles to certain or all destinations. It includes the prohibition of exportation to all destinations of—

Cotton rags;
Linen rags;
Waste paper.

7. A Foreign Office Notice, dated 28th January, making additions to and corrections in the lists of persons to whom articles to be exported to Siam may be consigned.

8. A War Office Order, dated 28th January (printed below), with regard to Russian flax.

The *London Gazette* of 1st February contains the following:—

9. An Admiralty Notice, dated 27th January (No. 114 of the year 1916, cancelling and reproducing with amendments to section (1) Notice No. 1025 of 1915) relating to—

(1) Port of Queenstown—Traffic Regulations.
(2) Bantry, Kenmare and Dunmanus Bays—Regulations respecting Yachts and Pleasure Craft.

10. A War Office Notice, dated 1st February, making additions to the list of persons and bodies of persons to whom articles to be exported to China may be consigned.

11. On Thursday the King signed the Proclamation (printed below) fixing the date of operation of the Military Service Act, 1916.

Contraband.

A PROCLAMATION

Making certain Additions and Amendments in the List of Articles to be treated as Contraband of War.

Whereas on the 14th day of October, 1915, We did issue Our Royal Proclamation specifying the articles which it was Our intention to treat as contraband during the continuance of hostilities or until We did give further public notice; and

Whereas it is expedient to make certain further additions to and amendments in the said list:

Now, therefore, We do hereby declare, by and with the advice of Our Privy Council that, during the continuance of the war or until We do give further public notice, the following articles will be treated as absolute contraband, in addition to those set out in Schedule I. of Our Royal Proclamation aforementioned:—

Cork, including cork dust.
Bones in any form, whole or crushed, and bone ash.
Soap.
Vegetable fibres and yarns made therefrom.

And We do hereby further declare that as from this date the following amendments shall be made in Schedule I. of Our Royal Proclamation aforementioned:—

In item 8, for "acetone" shall be substituted "acetones, and raw or finished materials usable for their preparation."

In item 9, for "phosphorus" shall be substituted "phosphorus and its compounds."

In item 26 there shall be added after the word "parts" the words "and accessories."

In item 38 the more general term "lead" shall be substituted for the words "lead, pig, sheet, or pipe."

And We do hereby further declare that the following articles shall as from this date be treated as conditional contraband in addition to those set out in Schedule II. of Our Royal Proclamation aforementioned:—

Casein.
Bladders, guts, casings, and sausage skins.

27 January.

Defence of the Realm Regulations.

ORDER IN COUNCIL.

[Recitals of previous Regulations.]

It is hereby ordered, that the following amendments be made in the Defence of the Realm (Consolidation) Regulations, 1914:—

1. At the end of the first paragraph of Regulation 11, after the words "or do any other act as may be necessary" the following words shall be inserted:—

"and if any person without lawful authority or excuse, by the raising of blinds, removal of shades, or in any other way uncovers wholly or in part any light which has been obscured or shaded in compliance with any such order or in compliance with any directions given in pursuance of such an order, he shall be guilty of a summary offence against these regulations."

In the third paragraph of Regulation 11, after the words "and the competent naval or military authority," there shall be inserted "or any officer authorised by him for the purpose (being an officer qualified to be appointed a competent naval or military authority)."

2. After Regulation 13 the following Regulation shall be inserted:—

"13B. Where a person who has been convicted of any offence in connexion with the keeping, managing, or assisting in the management of a brothel, or of any offence as a prostitute, or of any offence under paragraph (*b*) of sub-section (1) of section one of the Vagrancy Act, 1898, or of the Immoral Traffic (Scotland) Act, 1902, or of contravening any provision in any Act, whether public, general, or local, or any byelaw, for the prevention of indecent conduct in public places, resides in or frequents any place where any bodies of His Majesty's forces are assembled or the vicinity thereof, the competent naval or military authority may by order prohibit such person from residing in or frequenting such place or the vicinity thereof, and if the person to whom the order relates contravenes any of the provisions of the order, such person shall be guilty of an offence against these Regulations."

3. For Regulation 19 the following Regulation shall be substituted:—

"19. No person shall, without the permission of the competent naval or military authority, make any photograph, sketch, plan, model, or other representation of—

(*a*) any place or thing within any area for the time being specified in an order made by the competent naval or military authority, with the approval of the Admiralty or Army Council, as being an area within which the making of such representations is prohibited;

(*b*) any naval or military work, or any dock or harbour work, wherever situate;

(*c*) any other place or thing of such a nature that such representations thereof are calculated to be, or might be, directly or indirectly, useful to the enemy;

and no person in any such area or in the vicinity of any such work shall without lawful authority or excuse have in his possession any photographic or other apparatus or other material or thing suitable for use in making any such representation.

If any person contravenes the provisions of this regulation, or without lawful authority or excuse has in his possession any representation of any such work, place, or thing of such a nature that it is calculated to be or might be directly or indirectly useful to the enemy, he shall be guilty of an offence against these regulations:

Provided that nothing in this regulation shall be construed as prohibiting (where otherwise legal) the making of a photograph, sketch, plan, model, or other representation within any photographic or other studio or a private dwelling-house or the garden or other premises attached thereto of any person or things therein, or as prohibiting (where otherwise legal) the possession of photographic or other apparatus,

materials or things intended solely for use within such studio, dwelling-house, or other premises.

For the purposes of this regulation—

The expression "naval or military work" includes any work of defence, arsenal, dockyard, camp, depôt or building used for the accommodation of any of His Majesty's forces, ship, aircraft, telegraph or signal station, searchlight, war material, or place where war material is or is intended to be manufactured, repaired or stored:

The expression "dock or harbour work" includes shipyard, landing stage and pier, and any light, buoy, beacon, mark, or other object or thing designed or used for the purpose of facilitating navigation in or into a harbour.

4. After Regulation 21 the following regulation shall be inserted:—

"21A. If any person—

(a) without lawful authority or excuse kills, wounds, molests, or takes any carrier or homing pigeon not belonging to him; or

(b) having found any such carrier or homing pigeon dead or incapable of flight, neglects forthwith to hand it over or send it to some military post or some police constable in the neighbourhood, with information as to the place where the pigeon was found; or

(c) having obtained information as to any such carrier or homing pigeon being killed or found incapable for flight, neglects forthwith to communicate the information to a military post or to a police constable in the neighbourhood;

he shall be guilty of a summary offence against these regulations.

5. At the end of Regulation 29A the following paragraph shall be inserted:—

"Nothing in this regulation shall apply to any person who enters any factory, workshop, or other place in the exercise of any right of entry conferred on him as an inspector under the Factory and Workshop Acts, 1901 to 1911, the Explosives Act, 1875, or any other enactment."

6. After Regulation 37 the following regulation shall be inserted:—

"37A. Every British ship of five hundred tons gross tonnage or upwards, which puts to sea from a port in the United Kingdom on or after the first day of March, nineteen hundred and sixteen, shall be provided with suitable hand-flags for signalling by the semaphore code, and with an efficient flash lamp adapted for the transmission of signals by the Morse code, and of such power and size that the signals made with it are distinctly visible at a distance of three miles on a dark night in clear weather:

"Provided that the Board of Trade may, if they think fit, by order—

(a) postpone the application of this regulation to any ship or class of ships specified in the order;

(b) relax, as respects any ship or class of ships, the requirements of this regulation as to the range of visibility of such flash lamp as aforesaid;

(c) exempt any ship or class of ships from the requirements of this regulation;

and upon the making of any such order the regulation shall, as respects any ship or class of ships to which the order relates, have effect subject to the provisions of the order.

"If this regulation is not complied with in the case of any ship, the master or owner of the ship shall be guilty of a summary offence against these regulations.

"In this regulation expressions have the same meaning as in the Merchant Shipping Acts, 1894 to 1914."

7. For Regulation 40 the following regulations shall be substituted:—

"40. If any person gives, sells, procures, or supplies, or offers to give, sell, procure, or supply, any intoxicant—

(a) to or for a member of any of His Majesty's forces with the intent of eliciting information for the purpose of communicating it to the enemy, or for any purpose calculated to assist the enemy; or

(b) to or for a member of any of His Majesty's forces when not on duty with the intent to make him drunk or less capable of the efficient discharge of his duties; or

(c) to or for a member of any of His Majesty's forces when on duty either with or without any such intent as aforesaid;

he shall be guilty of an offence against these regulations:

"If any person gives, sells, procures, or supplies or offers to give, sell, procure, or supply any intoxicant to or for a member of any of His Majesty's forces when proceeding to a port for embarkation on board ship, or when at any port for that purpose, he shall be guilty of a summary offence against these regulations.

"For the purposes of this regulation the expression 'intoxicant' includes any intoxicating liquor, and any sedative, narcotic, or stimulant drug or preparation.'

8. After Regulation 46 the following regulation shall be inserted:—

"46A. If any person assists any prisoner of war or interned person to escape, or knowingly harbours or assists any such person who has escaped, or without lawful authority transmits, either by post or otherwise, or conveys to any prisoner of war or interned person any money or valuable security or any article likely to facilitate the escape of any prisoner of war or interned person, or in any way to interfere with the discipline or administration of any place of detention for prisoners of war or interned persons, he shall be guilty of an offence against these regulations."

9. In Regulation 55 after the words "suspected of having committed an offence against these regulations" there shall be inserted the following words:—

"On a person being taken into custody under this regulation he may apply to the competent naval or military authority for release on bail, and if the competent naval or military authority so directs in writing, any officer of police who, under the Summary Jurisdiction Acts has power to release on bail any person apprehended without warrant, may discharge the person so in custody upon his entering into a recognizance, or, in Scotland, finding caution, with or without sureties, for a reasonable amount to appear at such time and place, to be named in the recognizance, or caution, as may be fixed by the competent naval or military authority."

At the end of paragraph (10) of Regulation 56 the following proviso shall be inserted:—

"Provided that the alleged offender so in custody may apply to the competent naval or military authority, and if the competent naval or military authority signifies in writing that in his opinion the case is a proper one for bail, the alleged offender may apply to a justice of the peace for bail, and such justice may, on such application, admit him to bail in like manner as if he had been committed by such justice for trial for a felony, and nothing in this regulation shall affect any power of the High Court to admit any person to bail. In Ireland the powers conferred by this proviso on Justices of the Peace shall be exercisable by Resident Magistrates and Dublin divisional justices only."

10. In paragraph (2) of Regulation 56, after the words "he may" there shall be inserted the words "if not subject to the Naval Discipline Act or to military law," and after the word "otherwise" there shall be inserted the words "and if he is so subject he may be so tried or may be dealt with as for an offence against the Naval Discipline Act or military law as the competent naval or military authority may decide."

27th January.

War Office,
28th January, 1916.

Defence of the Realm Acts.

PROHIBITION OF THE PURCHASE AND SALE OF RUSSIAN FLAX.

In pursuance of the powers conferred on them by Section 30A of the Regulations issued under the Defence of the Realm Act, 1914, the Army Council give notice that in order to conserve the present and future supplies of flax which may be required for naval and military purposes, it has been necessary to make the following order:—

"No person shall, from the date of this order, until further notice, buy, sell or deal in dressed or undressed Russian flax or tow at present in stock in the United Kingdom, or hereafter buy, sell or deal in stocks of dressed or undressed Russian flax or tow after they have been imported into this country, except under licence from the War Department."

Applications for licences under this order should be addressed to the Director of Army Contracts, Raw Materials Section, Imperial House, Tothill Street, S.W.

New Controlled Munition Works.

The Minister of Munitions announces that he has made an Order under Section 4 of the Munitions of War Act, 1915, declaring 298 additional establishments as controlled establishments under the Act as from 31st January, 1916.

A total of 2,720 establishments has now been declared as controlled under the Act from the date of the first Order, 12th July, 1915, to 31st January, 1916, inclusive.

Central Control Board (Liquor Traffic).

Mr. W. Waters Butler, of Birmingham, and the Rev. Henry Carter, of Harrow, have been appointed members of the Central Control Board (Liquor Traffic).

Mr. Waters Butler, says the *Morning Post*, is a prominent brewer in the Midlands, principally in the Birmingham district, where the orders of the Central Control Board have been applied with marked effect. The Rev. Henry Carter has been for years connected with social reform and temperance movements.

Military Service Act, 1916.

Whereas, by the Military Service Act, 1916, it is provided that that Act shall come into operation on such date as We may fix by Proclamation, not being more than fourteen days after the passing thereof:

And whereas the said Act was passed on the twenty-seventh day of January, 1916:

Now, therefore, We do hereby fix the tenth day of February, nineteen hundred and sixteen, as the date on which the said Act shall come into operation.

Societies.

The Law Society.

SPECIAL GENERAL MEETING.

A special general meeting of the Law Society was held at the Society's Hall, Chancery-lane, on Friday, the 28th ult., Mr. Richard Stephens Taylor (President) occupying the chair. Among those present were the following members of the Council:—Mr. Alfred John Morton Ball (Stroud, Gloucestershire), Mr. John Field Beale, Mr. Harry Rowsell Blaker, *Mr. Edward Bramley (Sheffield), Mr. John Wreford Budd, Mr. Alfred Henry Coley (Birmingham), Sir Homewood Crawford, Mr. Alfred Davenport, Mr. Weeden Dawes, Mr. Robert William Dibdin, Mr. Walter Dowson, *Mr. Thomas Eggar (Vice-President, Brighton), Mr. Walter Henry Foster, Mr. Samuel Garrett, Mr. Herbert Gibson, Mr. Charles Goddard, Mr. John Roger Burrow Gregory, the Hon. Robert Henry Lyttelton, Mr. Frank Marshall (Newcastle-upon-Tyne), Mr. Philip Hubert Martineau, Mr. Charles Henry Morton (Liverpool), Mr. Robert Chancellor Nesbitt, Mr. Ernest Fitzjohn Oldham, Mr. Arthur Copson Peake (Leeds), Mr. William Arthur Sharpe, Mr. Frederic Oddin Taylor, D.L., Mr. William Melmoth Walters, Mr. Robert Mills Welsford, and Mr. William Howard Winterbotham; and Mr. E. R. Cook (secretary).

* Denotes Extraordinary Members.

SOLICITORS AND ARTICLED CLERKS WITH THE FORCES.

The PRESIDENT said that before proceeding to the actual business before the meeting he should like to refer to the service the profession had been able to give at the front, and to state what honours had been conferred on various members. The number of solicitors serving at the front was 2,384, and articled clerks 1,124, making a total of 3,508. The number who had been killed in action, or who had died of wounds, or who had died while serving, was 131 solicitors and 76 articled clerks, making a total of 207. The number of solicitors mentioned in Sir J. D. French's despatch of the 30th November, 1915, published on the 1st January was 49, and of articled clerks 17. Since the last annual general meeting the following distinction and awards had been conferred upon solicitors and articled clerks for distinguished service in the field:—Solicitors: To be Companion of the Most Distinguished Order of the Bath, Lieut.-Col. James Isherwood; to be Companions of the Most Distinguished Order of Saint Michael and Saint George, Lieut.-Col. Charles Frederick Tolme Blyth, Lieut.-Col. Ernest Martineau; to be Companions of the Distinguished Service Order, Capt. (temporary Major) John Pickard Becher, Major Hugh Delabere Bousfield, Capt. (temporary Major) Basil Jackson, Lieut. (temporary Capt.) Herbert Archer Hayes Newington; awarded the Military Cross, 2nd Lieut. Owen Bodvel-Roberts, Lieut. Robert Whittaker Butcher, Capt. Alfred Bairstow Clarkson, Capt. Aylmer Gustavus Clerk, Lieut. Percival Armour Forster, 2nd Lieut. (temporary Capt.) Robert Phipps Hornby, 2nd Lieut. Cyril Dunman Lacy, Capt. James Milner, Lieut. Arthur John Dixon Robinson, Lieut. Charles Ernest Sherwin, 2nd Lieut. (temporary Lieut.) Gerald Howard Smith, Capt. John Robert Somers-Smith, Capt. Gerard Bulwer Steward, Capt. Leonard Mainwaring Taylor. Articled clerks: 2nd Lt. Stuart Evans, Lieut. Arthur Rimington Glazebrook, 2nd Lt. (temporary Capt.) William Hill Newson, Lieut. (temporary Capt.) William Jackson Perkins, Lieut. Sidney Herbert Robinson, 2nd Lieut. John Harold Swan, 2nd Lieut. Harold Keynes Turner, 2nd Lieut. John Vacary, 2nd Lieut (temporary Capt.) John Crosby Warren. Awarded the Distinguished Conduct Medal, Lance-Corporal Frederick William Harvey. The total awards conferred upon solicitors and articled clerks since the commencement of the war were as follows:—Companions of the Order of the Bath, 2 solicitors; Companion of the Order of St. Michael and St. George, 5 solicitors; Companions of the Distinguished Service Order, 5 solicitors; awarded the Military Cross, 18 solicitors, 10 articled clerks, total 28; awarded the Distinguished Conduct Medal, 2 solicitors; mentioned in dispatches, 63 solicitors, 32 articled clerks, total 95; twice mentioned in dispatches, 5 solicitors, 1 articled clerk, total 6.

SOLICITORS ON SERVICE AND CERTIFICATE DUTY.

He might mention that since the last general meeting the Chancellor of the Exchequer, although he had refused to entertain the question when the Society applied to him, had now stated that relief would be given in respect of the certificate duty of solicitors while serving. He did not know whether that had been fully called to the attention of the profession, but it was a fact that men who were serving could now get relieved of the certificate duty while they were serving at the front, and that they could get it back if they had already paid it.

RECRUITING.

With regard to recruiting, he might say what the Council had been able to do with respect to the matter. Early in November the Council received an intimation from the Departmental Committee on Clerical and Commercial Employments that, if care were taken by the Council in giving what were termed bedrock figures with regard to solicitors, the Departmental Committee had no doubt that considerable weight would be given to any statement which the Council might make as to the number of solicitors and their clerks, who might be regarded as essential. The Council replied that they would be prepared to make such a statement. They suggested that the Law Society and the Provincial Law Societies might very usefully be referred to and to some extent regarded as local tribunals to deal with applications for postponement by solicitors and their clerks. Thereupon, on 15th November, the Council sent to every solicitor a letter, pointing out what the Departmental Committee had said, and enclosing with the letter a pink form of return, framed to shew exactly the staff in each office and the number of that staff below, above, and within military age. These forms were returned to the extent of some 10,000, and as a result the Council represented to the Departmental Committee (1) that it was essential, in the interests of the State, that the business of a solicitor should be carried on; and (2) indicating their opinion as to the extent of the staff necessary to carry on that business, and requesting special consideration in cases in which solicitors were carrying on business alone and with a small staff. The views of the Council were contained in a letter of 23rd November, and subsequently the president and vice-presidents attended before the Departmental Committee and gave evidence. On that occasion the Departmental Committee indicated that they were disposed to the view that central institutions, such as the Law Society, should to some extent be regarded as tribunals to deal with applications by their constituents. The president pointed out that this entirely agreed with the view of the Council, and urged its adoption. The Departmental Committee had not so far issued a supplemental report, but it was believed that they did report to the Government somewhat on the lines referred to. No intimation on the subject had so far been made to the Council, and so far the only definite result obtained was that, so far as the city of London was concerned, the Council were being consulted by the military representative with regard to applications by solicitors. It was certainly to be hoped that other military representatives might follow this example, as the Council would be prepared to offer their advice if it were sought.

SPECIAL GENERAL MEETINGS.

The PRESIDENT moved the following resolution, of which notice had been given:—"That the holding of special general meetings annually in the month of April be abandoned, and accordingly that so much of the resolution of 15th July, 1881, as prescribes such meetings be rescinded." He said the reason why the Council came to the conclusion that it would be well for him to bring forward the resolution was that so very few matters were brought before these special general meetings for discussion or determination. He might mention that during the last six years there had been hardly anything of importance on the agenda. The present meeting, for instance, was an example. Besides his own resolution, and an amendment of it by Colonel Ford, there was only a notice of resolution by Mr. Dodd, and he thought Mr. Dodd's resolution might just as well have come on at the annual meeting to be held in July as at this meeting. The attendance at these meetings was very small. Taking the meeting of to-day as a sample, he did not think there were more than fifty members present, and, speaking from his own experience, the meetings usually held at this time of the year had not, as a rule, induced a hundred members out of the total of 9,000 to attend them. If only two meetings were held during the year—namely, in January and July—he thought it would ensure more business coming on before the meeting, and it would be more likely to induce the members to take a certain interest in them and to attend. If any pressing business arose at any time the Council could always call a special meeting, and it was within the power of the members—twenty in number—to call upon the Council at any time to convene a special general meeting. Then there was the question of economy to consider, and that forced itself upon them just now especially. The cost of calling a general meeting was over £50, and it did seem rather an unnecessary expenditure when it only resulted in inducing a small number of members to attend, as on the present occasion. Col. Ford had an amendment on the agenda, but he was not there to move it. It was as follows:—"That no special general meetings of the members of the Society be held in the month of April during the continuance of the war, notwithstanding a former resolution requiring such meetings to be so held." He (the President) did not think that was a very useful amendment, and ventured to express a hope, if it were adopted, it could only apply to the meeting next April. He trusted that in April next year the country would not be in the position of stress and excitement that prevailed at present. He hoped the members would take the view which had been adopted by the Council and would accept the resolution.

The VICE-PRESIDENT (Mr. Thomas Eggar, Brighton) seconded the motion.

Mr. T. W. STAPLEE FIRTH (London) said he would like, before the resolution was put to the meeting, to know what provision had been made for dealing with urgent matters arising from time to time, matters of interest to the profession. Such matters must necessarily arise, and of this he had had personal experience. Quite recently a very important question had arisen which he had thought it right to lay before the Council, but he had got nothing but the most phlegmatic replies, and the slowness in which the matter was being deliberated was such that it would be too late for any action before a decision was arrived

at. He was referring to certain proceedings under the Trading with the Enemy Act in connection with the Public Trustee.

The PRESIDENT: Does this apply to the question whether or no we should hold a general meeting in April?

Mr. STAPLEE FIRTH said he was going to support the resolution if he could be assured that there would be provision made by a special committee, or by some other committee, that members of the Society, like himself, would be able to come to the Society and make that use of the privileges to which they were entitled. What he wanted was that they should be able to get a response to an inquiry which might be useful, one which would be sent to them soon enough to be of service, instead of its being shelved until the time for action had gone by and the mischief had been done. What he wanted to know was whether the members were to get assistance from the Council in cases of urgency or necessity. So far as he could find out, it was impossible to get such assistance at present. It would be impossible for anyone to come to the Society and put before the whole Council a particular point—in fact, it would be waste of time and unnecessary for the whole Council to consider it; but if there was a sub-committee, with one or two gentlemen ready to cope with such matters, and do so promptly, it would be of the greatest service to the members of the Society. In a particular case he had suggested that representations should be made to the Board of Trade in order that they might check a great evil which was growing up. When he knew that provision was made for that he should——

The PRESIDENT: Mr. Staplee Firth's letter to the Council has been referred to a committee, is under consideration by that committee, and will be dealt with by that committee.

Mr. STAPLEE FIRTH said he must press the urgency of the matter and the necessity for giving a decision. To delay this, as was unfortunately the usual course with such questions, was contrary to the interests of the profession.

The PRESIDENT: That is another matter.

Mr. STAPLEE FIRTH said that if the matter was not taken up at once and representations made to the Board of Trade, there was a certain evil growing up which was detrimental to every member of the profession, from the President of the Society down to the humblest member.

The PRESIDENT: Every matter which comes before the Council, and which cannot be decided by the Council then and there, is referred to the Special Committee for the purpose of consideration, and they report to the Council. This really has nothing to do with the question as to whether or not there should be any general meeting in April.

Mr. STAPLEE FIRTH said that about a week ago he sent a representation to the Council, and if they were to go on the policy of *laissez faire* it was no good attempting to hope to get assistance from them.

The PRESIDENT: I am not prepared at the present moment to go into the details of the matter. I can only say that it has been referred to the committee, is being considered by that committee, and that committee will in due course report to the Council.

Mr. STAPLEE FIRTH said that that was not satisfactory to him.

The resolution was adopted.

The PRESIDENT said that as Mr. Ford was not present the amendment of which he had given notice fell to the ground.

ARTICLED CLERKS WITH THE FORCES—BOOK-KEEPING.

Mr. JAMES DODD (London) moved, in accordance with notice:—"That articled clerks serving with His Majesty's forces in the present war be excused the book-keeping examination." He said his proposal was made, not with the object of doing away with book-keeping as a subject for the examination, and he did not agree with it being postponed and taken later, as it sometimes was, because it encouraged those not very expert at book-keeping to put off the study of the subject; but he was pleading on behalf of the articled clerks who had given up their service under articles out of patriotism to the country. There were many, they knew, who had gone to the front, and these boys, who were perhaps quite able to pass their intermediate examination otherwise, would be prevented from taking up their book-keeping so that they might pass in that subject. It would take them all their time when they came back from the front to study up the law which would be necessary to enable them to pass. Since he had put the proposition on the paper of business he had had letters from all over the country from solicitors expressing their pleasure that he had done so, and some of them gave some very pathetic stories. There was one case of a solicitor who had lost one of his two sons in the war, and who was looking to the other one, who was now at the front, to come back to the office and take a share in the business, and the fact that book-keeping was one of the subjects of the examination was causing him a great deal of anxiety for fear that his son would not be able to pass in that subject. The lads could perhaps study law whilst at the front, but to study book-keeping, especially when one had no aptitude for it, was almost an impossibilty. Under the circumstances, he ventured to take the view that the society might excuse those articled clerks who were serving at the front from passing in this subject. He was told that the alteration would necessitate no statutory provision. But all he could say was that, if the society were not opposed to it, he was quite sure the Government would allow the subject to be excused as he proposed for once.

Mr. R. A. STEVENS (London) seconded the motion. He said that he thought some consideration ought to be shewn to articled clerks who were serving at the front at the present time. Those who had gone in for the intermediate examination had done so under difficulties, because many of them had been doing special constable duties, which had taken up their time and had prevented them attending classes for the study of the necessary subjects. He thought that, as book-keeping was the latest addition to the subjects for the intermediate examination, there was all the more reason why consideration in this respect should be shewn to articled clerks who were serving with the forces; and when they were reading for their examinations they ought to give their attention to the legal subjects, which were really the subjects of the greatest importance.

Mr. J. W. REID said he would venture to oppose the resolution, on the ground that nothing should be done to impair the efficiency of the solicitor's knowledge. The subject of solicitors' accounts had been again and again before the general meetings of the society for a great many years. He would not go back further than forty years, at which time book-keeping was one of the regular subjects of the intermediate examination. He spoke with some authority, because he passed the examination at about that time. It was then a regular subject of the examination, and he had never been able to understand for what reason it was taken out. At the provincial meeting at Weymouth, when the late Mr. Ellett was president, one of the Society's ex-presidents read an excellent paper on the subject of solicitors' book-kepeing and the importance of the solicitor having a proper knowledge of accounts. When he had read his paper a very reasonable question was asked of him: "If you and the Council feel that strong view with regard to book-keeping, how is it it has dropped out of your intermediate examination for some years past?" He did not want to quote the precise words of the answer. He said it was a reasonable question, because he had put it himself. But the answer in effect was: "We are dropping the examination in book-keeping because we found the answers were so bad." He had been puzzling over that answer for some years. He thought it meant that the book-keeping paper was not one which it was very easy to set the questions for so as to thoroughly test the knowledge of the clerk who was being examined. But the chartered accountants did it, and a great many people in commercial schools and occupations had regular book-keeping examinations. The importance of solicitors keeping private accounts was so great that he need not say very much upon the subject. After the meeting at Weymouth the matter was taken up by one of the provincial law societies—he thought the Birmingham Society—and a very strong resolution was passed among the students themselves that the examination in book-keeping should form a part of the intermediate examination. He was exceedingly glad that the Council had added the subject of book-keeping in order that the solicitor might be rendered more competent for the due performance of the duties of his profession. At a time when accountants were taking, to some extent, the work of solicitors, and when solicitors were from time to time subject to all sorts of strictures about not being able to sufficiently and properly account, it was of the greatest importance that the solicitor should be an efficient accountant. The fact that a man was at the front seemed to him quite irrelevant to the question. The great thing was that when a man became a solicitor he should have a competent knowledge of accounts. He hoped the resolution would not be carried.

Mr. W. A. SHARPE, a member of the Council, thought that perhaps the meeting ought not to be allowed to come to a vote without hearing something from the member of the committee who had had the most to do with making book-keeping a subject of the examination. He was chairman of the Examination Committee. He came on the committee many years ago, and the book-keeping examination had been established. Of course, he had to consider the whole question of the examinations, and he had found that the subject of book-keeping was distinctly important in the sense that it was now better understood, that better answers were got from the candidates, and the standard, he thought, was rather higher than when he first came on the committee and book-keeping was first established. He had to think what it was a solicitor had to know before he could practise his profession. Of course, a solicitor was more or less a Jack-of-all-trades. He had to know everybody else's business. He ought, in the first instance, to be able to understand readily and quickly the meaning of a balance-sheet of any business that came before him. He should be able to advise his client whether that business was a solvent and flourishing one or

whether it was not. He certainly ought not to be under the necessity of consulting a skilled accountant in order to be able to understand what the figures meant. Then the solicitor had to keep his own accounts, and he had in doing that specially to take care to distinguish the money which was his from the money which belonged to his client, and it was often a very difficult thing to say, when he had a mixed fund out of which costs were to be defrayed, what part belonged to him and what part to his client. A plan had been suggested. Of course, he could, by keeping several banking accounts and the client's money separate from his own, avoid any difficulty. Everybody who acted as a solicitor ought to know how to keep his own accounts, and to keep his client's money separate from his own. He (Mr. Sharpe) believed, especially at the present time, when the preparation of trust accounts formed a large part of the business of a solicitor, that the payment of Government duties which followed, and the duty of paying the Government first, was occupying a very large part of the time of solicitors. There were mixed questions of law and fact in which, of course, an accountant might be employed to do that which would be more nearly connected with figures, and the accountant and solicitor would have to work together. But in all small estates the difficulty was always the question of expense, and it was advisable that two men should not be employed who were charging attendances and making costs, which had all to be paid out of the estate. When they thought of that part of the solicitor's business which account-keeping filled, they ought not to give up the knowledge of figures which the Council had attempted to ensure by giving book-keeping as a subject of the examination until they were absolutely forced to do so. When the gentlemen who had served with His Majesty's forces, who had so freely volunteered and gone in such large numbers to serve their country, came back again, they would be out of practice in the law, and there would be difficulty, no doubt, in passing both their intermediate and final examinations. Some examination in the law there must certainly be. Whether both those examinations would be a necessity he did not know; but he was sure of one thing, namely, that every man who had been in command of a company at the front would have had to know something about the accounts of that company. He took it that the duty of a captain was to see that the accounts of the company were kept, even if he did not keep them himself, and he had to see that the money was properly accounted for and that proper accounts were rendered for everything which was purchased and paid for, and he had, he should think, quite as much to do with account keeping whilst he was serving the Crown as an officer of His Majesty's Army as if he were studying in a solicitor's office. He thought, therefore, that the practice of war would really almost better keep him in touch with figures and the minimum amount of book-keeping a solicitor had to know than would be the case if he was actually serving in a solicitor's office. He thought that if any examination was to be done away with or modified it should not be that relating to book-keeping. He thought that, without finding it necessary to read any of the books on the subject, the articled clerk coming back from the war would be able to pass the book-keeping part of the examination. It was a very simple examination which was prescribed by the Council. The examiners did the book-keeping part of the examination in a couple of days, and anyone acquainted at all with book-keeping was able to pass that examination. He hoped that it would not be done away with before the Council considered the whole subject of the intermediate examination, which must be done before very long, because many of the men serving who were in the law would have to have their time extended. That was the regulation made by the Master of the Rolls. A man would have some practice in book-keeping, even at the front, and to his (Mr. Sharpe's) mind it would be a disastrous thing to dispense with it altogether. He was quite sure he was speaking the opinion of the members of the Examination Committee, men who had passed their lives almost in examining young solicitors. The committee were going to hold three examinations instead of four annually, but their work would be hardly less than hitherto, because the examination of a few men was almost as troublesome as the examination of a larger number. They ought to retain book-keeping, and so serve their clients by becoming better men of business.

Mr. E. S. Woodroffe (London) said he had decided to support the resolution, because he thought it very much less revolutionary than the action of the Council in virtually asking these young men to break the continuity of their articles and go to the front. It was in the best interests of these young men that they should be excused book-keeping as a subject of the examination when they came back. Many of them would have been two years at the front by the time they came back, and it would be simply heartbreaking if, in addition to preparing for their final examination, they had to prepare themselves in such a subject as book-keeping. Surely the Society had to keep in mind the fact that the men who were suffering from some physical disability which had prevented them from joining the forces would have a tremendous handicap as against those who had gone to the front. Surely it must be taken into account that there were men who might have gone to the front but who had not done so. He felt that the sense of chivalry in the Society would take into account that these men who had joined the forces had saved our country from devastation. He did appeal most strongly to the meeting to pass the resolution.

Mr. A. O. Harnett (London) said he should like to know whether the examination in book-keeping was necessary to those who were entering the profession. Surely a man in a solicitor's office could get all the book-keeping needed without being required to pass an examination in the subject at the intermediate examination.

Mr. Hugh Dutton (Chester) said he was one of the very few members present of military age, and he was also one who had not passed the examination so very many years ago. He was admitted in 1910, and had passed the intermediate examination in 1907. For the book-keeping part of the examination the candidates were allowed two hours, and he believed they were all out of the hall within half an hour after giving their names. The members of the Examination Committee had sat for their examinations many years ago, and it might be that those who had gone up for examination only recently might have a better knowledge of what that examination was. When book-keeping was first made a part of the examination, one of the five questions which were put was, "What does the 'Cr.' and 'Dr.' at the top of the page stand for?" He knew that chartered accountants laughed at such a question being put. But the examination was on better lines now. But there was a very good reason for excusing those men who were risking their lives at the front. He came from the provinces, and he did, in the name of young provincial articled clerks, who did not get very much chance of reading practically during their articles about book-keeping, and who certainly did not learn it theoretically from books, but who picked it up after they were admitted, urge the meeting to adopt the resolution.

Mr. A. R. Upjohn (London) said it was difficult to know on what ground the meeting was asked to vote in favour of the resolution. One speaker had urged the meeting to support the resolution because it would be very hard lines that those who were serving the country at the front should be required to pass an examination in book-keeping on their return, whilst the previous speaker had said that the examination was quite an easy one.

Mr. Dutton explained that what he had said was that it was an easy subject in 1907. He had not said anything about the examination at the present time.

Mr. Upjohn said that Mr. Dutton had said that in 1907 the examination was so easy as to be merely child's play. They had heard the chairman of the Examination Committee tell them that he thought the subject ought to be retained, and he (Mr. Upjohn) thought that, having regard to that, and having regard to the want of unanimity as to the desirability of passing the proposal, the Society should keep the examination as it was.

Mr. Dodd said he agreed with every word that had been said as to the necessity of keeping the book-keeping examination, and he would not suggest that it should be relaxed under any circumstances, but what he urged was that the articled clerks who were at the front who had any aptitude for book-keeping would be able to keep books after passing their final examination without any assistance from an examination. And those who had no aptitude would never learn it, whatever endeavour was made to force it into them. They would cram the subject, as everybody crammed for an examination. He himself had a row of prizes on his bookshelves for certain subjects, and he felt afraid to look at them. Those who had gone to the front ought to have the kind consideration which was attempted to be given them by the resolution. The meeting had been told there might be some relaxation of the legal examination. He would very much rather keep the legal examination as it was and leave out the book-keeping part. The stringency of the legal part of the examination ought not to be relaxed. There was a strong feeling throughout the country on the subject, and numbers of solicitors would vote for the resolution.

The President: On behalf of the Council, I may say that we attach the greatest importance to this book-keeping examination as being essential to the education of every solicitor, and, speaking for myself as a member of the Discipline Committee, I say that a large number of cases that unfortunately come before us arise from ignorance of book-keeping. The ignorance of book-keeping is more often than not the cause of the solicitor's downfall.

The resolution was negatived.

A Central County Court.

Mr. Dodds moved, in accordance with notice, "That it is desirable that a central county court be held at the Royal Courts of Justice where actions can be tried by agreement between the parties, subject to consent being obtained from the registrar of the court." He said that the proposition was brought forward on behalf of those poorer members of the profession who were condemned to earn their livelihood largely in the county courts. The members knew what the county courts of the metropolitan districts were, and what they were in outlying districts. Many of them were in squalid surroundings, amongst squalid people, and they knew that solicitors had to get up at very early hours of the morning in order to be at the county court by 9.30 o'clock, so that they might pay the hearing fee. Then they were told that the judge did not arrive until 11 o'clock. The business of the county courts had grown so enormously of late years, and it had been diverted from its original purpose of a small debts court to such a great degree that he did think some consideration ought to be given to the members of the profession who had other work to do and could not very well be burdened by having to go to these outlying districts, as was the case at present. In many cases the county court judge took summonses before taking actions, and if he was a kindly and considerate judge he took anything from half an hour downwards to consider each case which was brought before him. The result was that the solicitor might kick his heels at the court all day and his case not come on for hearing until the next day, or it might be adjourned for a month. That was a very terrible state of things, and the fees allowed to solicitors for attending the county courts were so

small that they hardly justified them in being put to the amount of trouble that was inevitable. The proposal he made amounted simply to this, that, when the parties on both sides were agreed, they should be able to have their case heard in a central court. The result would be, for one thing, that very much better counsel would make it a practice of attending the court. There were already two courts in the quadrangle of the Law Courts which were not put to any use, and if one of these were put at the service of the new central court, and a judge were appointed by the Lord Chancellor for that court, it was perfectly certain that a large volume of business would come there. Many of the cases dealt with in the county courts were quite as important as many of those which were tried in the High Court. Many of the cases tried in the county courts were remitted to them from the High Court, and now that the jurisdiction had been increased to £100, and that the county courts had workmen's compensation work, equity work, and many other matters put upon them, it was time that the reform he advocated should be brought about. They were justified in assuming that a county court of a central character should be instituted, so that solicitors could be able to attend chambers, and also look after their county court business, and not be required to go out of the district for a trumpery fee of 13s. 4d., or something like it. Such a court would be gratefully esteemed by many members of the profession, and he was perfectly certain it would not harm the litigants. The travelling facilities around London were such that it would be easy to get to the court, and it was to be remembered that there were many cases where witnesses were not needed.

Mr. HARNETT asked whether the proposition was not *ultra vires*. Had the meeting power to pass the resolution? He understood that an Act of Parliament would be necessary, and he did not think it was likely that in the present state of the affairs of the country such an Act would be passed.

A member said that the very practice favoured by the resolution was already being carried out. Only a short time since a case which was adjourned—it was an Admiralty case—was by arrangement heard in the High Court.

Another member said it was competent for any judge to appoint a special day if the work of the court was so great as to prevent a case being heard on that particular day.

Mr. STEVENS thought it a matter which the Society might very well take up, because there seemed a great unanimity of opinion as to the unpleasant conditions to which solicitors were subjected at the county courts. As the limit of jurisdiction had been extended to £100, and matters of importance had to be dealt with by the county courts, he thought some arrangement of the kind suggested might be come to.

Mr. PATRICK SHAW (London) said he hoped the resolution would be passed. He agreed that it could only be a pious resolution, and that only legislation could make it effective, but he considered that, seeing the very heavy and important work that was frequently placed upon county court judges under the new statutes, there should be a central court. It was well known that the whole system required to be revised. A system which grew up forty or fifty years ago had been permitted to remain, but its sway had been so enormously increased that High Court actions were now frequently brought into the county courts. No practitioner loved the county courts, and they were very often unsatisfactory to the litigants on both sides; they were certainly extremely unsatisfactory to the solicitor. When the Legislature could find the time to consider the convenience of the litigants and the country, perhaps such a resolution might put it into their minds to do so.

Mr. M. LOUIS ATTWOOD (London) thought it might be competent for the Council to bring the matter before the notice of the Lord Chancellor, and that legislation might possibly be avoided. He thought that what was asked for could be brought about by the order of the Lord Chancellor. He himself had been engaged in a case from the Ipswich County Court, which was tried at the Law Courts. The resolution would do much good in saving travelling expenses and the time of solicitors.

The motion was carried.

The Belgian Lawyers' Relief Fund.

FURTHER LIST OF DONATIONS.

	£	s.	d.
Ernest Roney, Esq.	5	5	0
Messrs. Withers, Benson, & Co....	2	2	0
M. A. Bramston, Esq.	2	2	0
Messrs. Steadman, Van Praagh, & Gaylor ...	2	2	0
Frank Mellor, Esq.	2	2	0
Alfred E. Debenham, Esq.	2	2	0
Messrs. Carr, Tyler, & Overy	1	1	0
F. Alford Snell, Esq.	1	1	0
John White, Esq....	1	1	0
Richard King, Esq.	1	1	0
"Glaucopis"	1	1	0

The Union Society of London.

The second meeting of the 1915-1916 session of the above society was held at the chambers of Mr. W. R. Willson, 3, Plowden-buildings, Temple, on Wednesday, 2nd February, 1916, at 8 p.m. The president was in the chair. Mr. Kingham moved: "That government by party is inimical to the best interests of the nation." Mr. Coram opposed. The following members also spoke:—Mr. Stranger, Mr. Fraddock, Mr. Quass, Mr. Geen, Mr. Eustace, and Mr. Thomas. The motion was carried.

The Increase in Juvenile Crime.

There has, says the *Times* of Thursday, been a notable increase of juvenile crime of late.

A few days ago the Alderman sitting at the Guildhall was obliged to order a birching for the ringleaders of a gang of young window-breakers and thieves who styled themselves "The Black Hand." As reported in the *Times* of Wednesday, the cases at the Tower Bridge Children's Court on Tuesday reached the unprecedented number of fifty-five. At the Old-street Court ten boys were charged, and at Tottenham, where the children's homes are stated to be full, the magistrates were also busy. On Wednesday, at Ashford, Kent, nine boys were charged with somewhat serious thefts in the darkened streets, and at Croydon just over a week ago five magistrates were deputed specially to deal with juvenile prisoners. Boys are blamed for thefts of soldiers' parcels from the lorries from the Regent's Park depôt.

Workers in the interests of child welfare, police-court missionaries, and others, regard the increase in the number of young offenders as a disturbing result of war conditions. To some extent they say the situation is due to a slackening of parental control. Many fathers are on active service, and often the unruly boy who roams the streets and is open to all their temptations is not very amenable to a mother's discipline.

Several other causes were cited in response to inquiries on Wednesday. One official of a society working in the interests of children attributed much of the trouble to the fact that the darkened streets offer many more opportunities than usual for petty thefts, acts of violence against other children, and other forms of misbehaviour. There is, too, a certain amount of excitement born of the general war atmosphere that inspires boys to deeds of "daring," and the constant hearing and reading of stories of violence breeds in many cases a contempt for supervision and discipline of all kinds. In addition there is, of course, the fact that the police are fewer in number, and the bad boy does not apparently stand in such dread of the special constable as of the regular uniformed policeman. The "half-time" closing of schools in some districts and the reduction of the number of attendance officers by enlistment also contribute to the diminution of control.

The following is the report of cases at the Tower Bridge Children's Court referred to above:—

Mr. Cecil Chapman, at the Tower Bridge Children's Court on Tuesday, had to deal with fifty-five children, a number far exceeding all previous records. The offences were mainly attributed to absence of parental control through fathers being on service and the darkened streets, which made shoplifting comparatively easy.

One "prisoner" was an infant in arms, aged three months. He was charged with residing in a disorderly house. It appeared that the mother placed the child out to nurse. The place was raided, the woman in charge of the child was arrested, and the police took care of the child. The mother was traced and the infant was handed over to her.

Inside the Court many of the children were crying, and several of the mothers became noisy and hysterical. Outside, where the children were, there was much commotion. It was impossible to keep the boys quiet, and once to keep up their spirits they started singing "Keep the home fires burning."

Privy Council Appeals.

The Judicial Committee of the Privy Council, for the first time in its history, will sit in two divisions on Monday, 14th February, under the authority of the Judicial Committee Act, 1915, which received the Royal Assent on 23rd December, and which we printed last week.

It will be remembered, says the *Times*, that in introducing this measure the Lord Chancellor said that its immediate object was to ensure the hearing without delay of such prize appeals as were ready. Thirteen of these appeals have been set down and will be proceeded with in the First Division with Lord Parker of Waddington as the presiding Judge. Four are from the Prize Court in England, and these include the appeal in the case of the hospital ship Ophelia; the rest are from the Prize Court at Alexandria, and these, though differing in detail, all raise questions relating to The Hague and Suez Canal Conventions.

The Second Division, over which Lord Haldane will preside, will continue the hearing of Indian appeals, a number of which still remain to be disposed of. This division will be accommodated in the adjoining board-room, which forms part of the administrative department of the Privy Council Office, and is used for committees and deputations.

Companies.

The London City and Midland Bank.

The general meeting of the shareholders of the London City and Midland Bank (Limited) was held at the Cannon-street Hotel, London, E.C., on Friday, 28th January, 1916. Sir Edward H. Holden, Bart., the chairman, presided.

The Chairman, after words of welcome, said that he had explained last year the method of financing the war in Germany, and he had drawn a comparison between the finance of that country and of our own country, and had pointed out that Germany would have great difficulty in paying for her imports with exports. He also told them last year that a German banker had said that every mark would be squeezed until it shrieked but he (the Chairman) thought we should presently see that the mark had already been so squeezed that there was not even a squeak left in it. On the other hand, he was charged at that time with being too optimistic, from the German point of view, when he said that the war with Germany would not cease on account of her gold position for twelve months, or even longer. Up to the present time London had been admitted to be the financial centre of the whole world, but it was predicted by some that after the war we might lose that position. In his opinion, we should not only not lose our financial position, but we should greatly improve it, and our banking institutions would stand much higher in the estimation of the financial world than ever before. London had been—and was at the present time—the financial centre of the whole world. From 1910 to 1915 we had lent to British Possessions and foreign countries sums amounting to £944 millions sterling, and further large sums had been lent by the British Government to our Allies. In consequence of the war London's position was somewhat changed, and New York had come to the front as a great lender. England went into this war unprepared except as regards her Navy, while Germany had been preparing and perfecting her army for the last twenty to forty years, and during the last fifteen years had been creating a powerful Navy, and had carefully provided everything necessary for carrying on the war As to whether this country was to blame for not paying attention to the warnings received for years before the war was outside the scope of their considerations that day; but if they compared the position of affairs now with the position of affairs twelve months ago, they could not but be struck by the enormous amount of work which had been done, not only by ourselves, but by our Allies. He would like, too, to express his conviction that it was essential for us to retain such an amount of labour as was necessary to maintain our exports, otherwise the Exchanges would fall and our gold would go. Of the Allies, the credit of Great Britain stood the highest, and had been used to assist the credit of the other allied countries.

Germany and Her Exchanges.

Germany, by the Law of 4th August, 1914, released the Reichsbank from its obligation to pay its notes in gold, and further authorized the creation of all kinds of notes without any gold cover at all. Traffic in gold was restricted by a penal statute, passed by the Bundesrat on 23rd November, 1914, the effect of which was to make the buying or selling of gold coin at a premium punishable by fine or imprisonment. As their gold was tied up, German traders could only pay for imports by exports and securities or by borrowing, or, if there was an excess of imports, and sufficient additional securities were not forthcoming, the Exchanges must fall. It was quite certain, judging from the excessive fall of the German mark, that the imports into Germany from the Scandanavian countries and from Holland were largely in excess of her export of commodities and securities to those countries. Alluding to Holland, he detailed the increase in certain commodities which had been sent by that country into Germany during the eleven months ending November, 1915, over the corresponding period of 1913, and the decreases in the export of commodities from Germany to Holland during the like period, and he showed that the Amsterdam and Scandinavian Exchanges on Berlin evidenced that the exports of commodities and securities from Germany to Holland and Scandinavia were not sufficient to pay for Germany's imports from these countries.

Referring to the American trade with Holland, Denmark and Sweden, there was in each case a large American export balance, a condition of affairs which should put the Exchanges of those countries at a discount in New York. On the contrary, florins and kroner, as expressed in dollars, were at an appreciation, indicating that Holland and the Scandinavian countries were exporting securities to American in excess of their respective adverse trade balances. Where did they get these securities? Obviously from Germany. Although the German mark had fallen about 33 per cent. in Holland and about 23 per cent. in Scandinavia, they must not be too premature in drawing conclusions. While it might betoken an exhaustion of German securities, yet the situation might be rectified to some extent if the gold were permitted to be exported. Of the two evils—a fall in the Exchange or a loss of gold—the German Finance Minister preferred the former, and kept his gold. He had some good reason for keeping the gold, and it might be that when peace was restored he would begin to import commodities as quickly as possible, and as he would not be able to pay for such imports either with a depreciated currency or with sufficient exports, he would pay with his gold, and try to restore the Exchanges until such time as he could prepare his imported commodities for export.

The Bank's Affairs.

Referring to the bank's own affairs, he made a running commentary on the leading items in the balance-sheet, and, turning to the profit and loss account, said their profits for the year amounted to £1,130,976, against £1,106,808 last year. They were paying in dividends £745,803, being at the rate of 18 per cent. per annum; they transferred to investments account £642,860, writing down all securities to the prices ruling on 31st December, 1915, excepting War Loans, which were taken at cost; they transferred to bank premises redemption fund £30,000 and to officers' pension fund £20,000, carrying forward to next account £113,597.

About 1,850 of their staff had already joined the forces, and they anticipated a further considerable number would follow them. So far as they knew, forty-six had lost their lives in defending their country, and he felt quite sure that the relatives of these brave men would have their sincere sympathy.

He moved the adoption of the report, which was unanimously carried.

The usual complimentary resolutions to the chairman, board of directors, managers and staff having been passed, the meeting terminated with a vote of thanks to Sir Edward Holden for his conduct in the chair that day.

Obituary.

The Right Hon. Richard James Meredith.

The death has taken place at a nursing home in England of the Right Hon. Richard James Meredith, formerly Master of the Rolls in Ireland. Born in 1856, the son of a Dublin solicitor, he was educated at Trinity College, Dublin, and was called to the Irish Bar in 1879, taking silk thirteen years later. In 1896 he became a member of the Irish Privy Council, and two years later he was appointed a Judge of the Supreme Court of Judicature in Ireland and Judicial Commissioner of the Irish Land Commission. In 1906, on the retirement of Sir A. M. Porter, he was appointed Master of the Rolls. He retired in 1912, owing to failing health.

Mr. Helenus M. Robertson.

Capt. Helenus M. Robertson, 3rd, attached 2nd, Royal Welsh Fusiliers, elder son of Sir Helenus R. Robertson, chairman of the Mersey Docks and Harbour Board, and Lady Robertson, of Upton Grange, Chester, has been killed in France. At the beginning of last year he joined the 3rd Royal Welsh Fusiliers, and in May went out to France. For about two months he was attached to the Welsh Regiment, and then rejoined his old regiment, being attached to the 2nd Battalion. He went through several of the most important engagements. He had passed through the various ranks from private to captain. Captain Robertson was educated at Greenbank School, Liverpool, and at Eton, whence he proceeded to New College, Oxford, where he took his degree with honours in history. He studied for the Bar and was called at Lincoln's Inn, and for some time he practised, principally in Admiralty and commercial cases, in London. He was a member of the O.T.C. at Eton and at Oxford and of the Inns of Court. He was a candidate for Parliament in December, 1910, when he unsuccessfully contested the Tyneside Division as Unionist against Mr. J. M. Robertson (Liberal).

A correspondent of the *Times* writes:—"The death in action in Flanders of Captain H. M. Robertson deprives the Bar of the Admiralty Court of one of its most promising and popular juniors. Captain Robertson was a sound and painstaking lawyer and an agreeable speaker, and at the outbreak of the war had begun to secure a substantial and improving practice. The Admiralty Bar is a small group brought daily into close personal contact. Captain Robertson's sunny nature, his sense of humour, and his unassuming but obvious capacity had made him an appreciated friend of every member of that Bar and of the Court."

Mr. Douglas G. Hazard.

Second Lieutenant Douglas George Hazard, 3rd, attached 2nd, Shropshire Light Infantry, was reported on 25th May as missing, then unofficially reported killed, and now officially reported killed. He was educated at Wimborne Grammar School, and at Bournemouth School, where he was a member of the O.T.C. He accepted a commission in the General Reserve of Officers in 1912, and was appointed to his regiment on the outbreak of war. At this time he had completed three years' service as an articled pupil with the firm of Messrs. Mooring, Aldridge and Haydon, of Bournemouth. He passed his Intermediate Law and obtained the student scholarship of the Law Society in 1913. He went to the front in May, 1915, to join the 2nd Battalion. Early in the morning of 25th May he fell, close to the German trench, while leading a charge; nothing more has been heard or seen of him. A colonel whom he was supporting saw him come through a wood at the head of his men, shouting the order to charge the German trench, and then saw him fall beside it. His two brothers are both serving.

Mr. Alan G. A. Adam.

Captain Alan Gordon Acheson Adam, 1-5th The Buffs (Weald of Kent), the fifth son of the late James Adam, M.D., of Malling Place, Kent, and of Mrs. Adam, Quarry Down, Hythe, was killed on 21st-22nd January in Mesopotamia. Born in July, 1887, Captain Adam was educated at Marlborough and Selwyn, Cambridge, taking his B.A. degree in 1907. He passed his final law examination in 1910, and it was while practising in Cranbrook in 1911 that he joined the 5th Buffs. He left with his regiment for India in November, 1914, being shortly afterwards gazetted Captain, and after spending a year in India, proceeded to Mesopotamia in December last. Captain Adam married, on 8th November last, Marjorie, daughter of Mr. and Mrs. William Shaw, of Ealing, London.

Legal News.

Honours and Appointments.

The King has conferred the dignity of a Viscount of the United Kingdom upon the Right Honourable JOHN CHARLES, Baron MERSEY, and the heirs male of his body lawfully begotten, by the name, style and title of Viscount Mersey, of Toxteth in the County Palatine of Lancaster.

On 27th January Sir MATTHEW INGLE JOYCE, DONALD MACLEAN, Esq., M.P., and Sir LAWRENCE HUGH JENKINS, K.C.I.E., were sworn of the Privy Council, and took their places at the Board accordingly.

The Right Honourable Sir LAWRENCE HUGH JENKINS, K.C.I.E., formerly a Chief Justice of a High Court in India, has been appointed, under Section 2 of the Appellate Jurisdiction Act, 1908, to be a Member of the Judicial Committee of the Privy Council.

Mr. EDGAR PERCY HEWITT, K.C., has been elected a Bencher of Lincoln's Inn in succession to the late Lord Alverstone, and the Hon. WILLIAM HEPBURN COZENS-HARDY, K.C., in place of the late Mr. Lofthouse, K.C.

Mr. F. BRINSLEY-HARPER, J.P., has been appointed a Visiting Justice for H.M. Pentonville Prison. Mr. Brinsley-Harper was admitted in 1891.

Changes in Partnerships.

Dissolution.

ATHELSTAN RENDALL and FRANCIS GARFIELD BRADFORD, solicitors (Rendall & Bradford), at Yeovil, in the county of Somerset; and Salisbury, in the county of Wiltshire. Jan. 1. [*Gazette*, Feb. 1.

Information Required.

MRS. CHARLOTTE HEAP, Deceased.—To Solicitors and Others.—Any person having information concerning the Draft or Original of any Will of Mrs. Charlotte Heap, late of 7, Park-road, Regent's Park, N.W., and First Avenue Hotel, Holborn, is requested to communicate at once with Messrs. Futvoye and Baker, 23, John-street, Bedford-row, W.C., Solicitors.

R. J. CURRY, Deceased.—To Solicitors, Bankers and Others.—Any person having custody of a Will dated 15th January, 1898, or any other Testamentary Disposition of Robert James Curry, late of 21, Oseney-crescent, Camden-road, N.W., and formerly of 68, Albert-street, Regent's Park, London, is requested to communicate with the undersigned, solicitors to the executors appointed by the said will. Dalston, Sons and Elliman, 21, Southampton-street, Bloomsbury, London, W.C.

General.

Munich police reports shew that whilst crime in general diminished in 1916, juvenile offences nearly doubled.

A Temperance Bill, providing for a referendum on the subject of prohibition, and a Woman Suffrage Bill, fully enfranchising women, who may become members of Parliament, have been passed by the Manitoba Legislature.

An Exchange Telegraph Company telegram from Copenhagen, dated 28th January, says:—An official dispatch from Stockholm gives statistics which show that 355 Swedish ships have been seized since the outbreak of war, 221 by the Germans and 134 by Great Britain. The Germans laid an embargo on three which had cargoes valued at £55,560, and Great Britain on two with cargoes valued at £1,890,000.

"It is a pity that the House of Lords has not got to come here and listen to such cases as these," said Judge Cluer, at Shoreditch on Tuesday, in a case in which the defendant pleaded that he was not acting on his own behalf but for a man whose name had not been disclosed to the plaintiff. "Lord Southwark," his Honour continued, "has suggested that people should be compelled to trade in their own name, but his Bill was thrown out. Any proposal that honesty should be insisted upon in business is rejected by Parliament."

The Manx Tynwald Court met on Tuesday to consider whether the Military Service Act should be applied to the Isle of Man. The resolution asking the Deputy Governor to request his Majesty's Government to extend the Act to the island was moved and supported in patriotic speeches, and as soon as it had been declared adopted unanimously the members rose and sang the National Anthem. Gratification was expressed that the Imperial Government had recognized Manx constitutional rights by consulting the island Legislature on the matter.

A Reuter's telegram from Melbourne, dated 31st January, says:—The Federal Executive has approved regulations for the wiping out of enemy and naturalised shareholders in public companies and making the transfer of their shares to the Public Trustee until a year after the war obligatory. Before 15th April enemy shareholders may apply to the Attorney-General, after transfer, to have their shares sold, and they will receive the proceeds. The regulations provide for the payment of dividends on enemy shares to the Public Trustee after allowing reasonable living expenses.

Mr. Luke Owen Pike, of Chester-terrace, Regent's Park, N.W., barrister-at-law, who died on 7th November, has left property of the value of £40,954, with net personalty £40,510. He bequeathed:—The portrait of "Elizabeth Stewart or Stuart, Mother of Oliver Cromwell," formerly in the collection of the Duke of Fife, and a portrait of "Oliver Cromwell," by Walker, formerly owned by one of the Military Knights of Windsor, to the National Portrait Gallery. He also left £100 each to the Pension Fund of the Society of Authors, the Barristers' Benevolent Society, and the Royal Literary Fund.

At the Guildhall on Monday, before Alderman Sir John Baddeley, William Alfred Wilson, of Bevis Marks, E.C., was summoned for having on 29th September traded in goods coming from Germany. Mr. Travers Humphreys, who prosecuted, said that the defendant, who carried on the business of Wilson and Co., on 4th November applied for permission to import carbonate of potash. Inquiries were made, and it was discovered that the defendant had bought a ton of carbonate of potash from the firm of John B. Lewis, of New York. The defendant, giving evidence, said that three of his sons were serving in the Army, two of whom used to assist him in his business. A fourth son enlisted, but was rejected, as he was only fourteen and a half years old. His staff was absolutely depleted. He had ten people depending upon him, including two Belgian ladies. At the time of the transaction he was overworked and ill. He had not paid for the carbonate of potash, nor had he received it. Sir John said he was satisfied that the defendant knew of the German origin of the goods, and imposed a fine of £50 and

10 guineas costs. Mr. Wild said he should consider the question of asking his Worship to state a case on the point that there was no proof that these were German goods.

Reuter's Agency learned on Thursday that the State Department had informed the British Ambassador at Washington that permission had been issued to the British Vice-Consul at Norfolk (Virginia) to communicate with the passengers on *The Appam*, and that the local authorities have been ordered to allow at once the landing of all on board except the prize crew. No news has yet been received by the British Government of any decision of the United States Government in regard to the status of *The Appam*. The matter is now under consideration.

Sir Samuel Evans, President of the Probate, Divorce and Admiralty Division, held a sitting of the Prize Court in his bedroom at his town residence, 11, Lancaster-gate, W., last Monday. It was only the second occasion on which he had been up since a bad attack of pleurisy which followed the accident he met with in December, when he was knocked down by a motor-omnibus outside the Law Courts. He received the members of the Bar and the solicitors present seated in an armchair and wearing his dressing-gown. Having disposed of the business before him he expressed the hope that he would soon be back at the Law Courts. He added that, but for the pleurisy, he would have been back already, though he would have had to walk with the aid of crutches.

At Greenwich Police Court last Saturday Mr. Hay Halkett dismissed a summons against George Banfield, licensee of the Lord Napier public-house, Woolwich-road, East Greenwich, for selling, by a servant, intoxicating liquor which was not ordered and paid for by the person supplied. Mr. Lane, for Banfield, said the facts were admitted, but he argued that the summons should fail, as in this case the person supplied was the person who ordered and paid for the liquor. He urged that the words of the section must be taken literally. Mr. Hay Halkett, in dismissing the summons, said Mr. Lane's contention seemed unanswerable. The intention of the section was defeated by its wording. The man who ordered and paid for the liquor and two men and women who consumed it were fined 20s. each. [But see *Williams* v. *Pearce*, referred to under "Current Topics."]

At Clerkenwell Police Court on 28th January, before Mr. Bros, Isaac Atlas, of Cannon Street-road, Commercial-road, was summoned in respect of rubber articles, suitable for military purposes, which were seized, on 26th May, at the Parcels Post Office, Mount Pleasant, placed there for exportation to Switzerland, contrary to an Order in Council prohibiting their export, and which had been claimed by the defendant. Mr. Simpson, who prosecuted, said this was the first case of the kind ever brought before a Court of summary jurisdiction. These cases had always been taken in the High Court. The goods in question were rubber heels, invoiced as "rubber heels—composition." Therefore they evidently contained rubber and appeared to come within the restrictions of the proclamation. The defendant was a foreigner—an Austrian—and perhaps did not understand the meaning of the Order. Therefore they did not sue for a penalty. Mr. Jonas, for the defendant, quoted an analysis showing that the amount of rubber contained in the heels was 20 per cent., and contended that they did not come within the provisions of the Order. Mr. Bros said that whether wholly a rubber heel or a preparation of rubber, it would come under the proclamation. He declared the goods condemned.

The Property Mart

Forthcoming Auction Sales.

February 17.—Messrs. Leslie, Marsh & Co., at the Mart: Leasehold Ground Rents (see advertisement, back page, this week).

February 22.—Messrs. Hampton & Sons, in conjunction with Messrs. Tyser, Greenwood & Co., at the Mart, at 2: Long Leasehold Investments (see advertisement, back page, this week).

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Neville.	Mr. Justice Eve.
Monday ..Feb. 7	Mr. Farmer	Mr. Leach	Mr. Bloxam	Mr. Borrer
Tuesday 8	Synge	Goldschmidt	Jolly	Leach
Wednesday .. 9	Church	Borrer	Synge	Greswell
Thursday 10	Greswell	Synge	Farmer	Jolly
Friday..... 11	Jolly	Farmer	Church	Bloxam
Saturday 12	Bloxam	Church	Goldschmidt	Synge

Date.	Mr. Justice Sargant.	Mr. Justice Astbury.	Mr. Justice Younger.	Mr. Justice Peterson.
Monday ..Feb. 7	Mr. Synge	Mr. Goldschmidt	Mr. Church	Mr. Greswell
Tuesday 8	Borrer	Bloxam	Farmer	Church
Wednesday .. 9	Jolly	Farmer	Goldschmidt	Leach
Thursday 10	Bloxam	Church	Leach	Borrer
Friday..... 11	Goldschmidt	Greswell	Borrer	Synge
Saturday 12	Farmer	Leach	Greswell	Jolly

High Court of Justice—King's Bench Division.

Hilary Sittings, 1916.

Dates, 1916.	Lord Chief Justice.	Ridley, J.	Darling, J.	Bray, J.	A. T. Lawrence, J.	Lord Coleridge, J.	Scrutton, J.	Avory, J.	Horridge, J.	Lush, J.	Rowlatt, J.	Bailhache, J.	Atkin, J.	Sherman, J.	Sankey, J.	Low, J.
Feb. 2	S.J.	Western Circuit	2 Western Circuit	Ch. of Appeal intervening	Liverpool	S.E. Circt. 1st Part	C.J.	Oxford Circuit	Midland Cir. uit	C.J.	Chambers and N.J.	Commercial List	N.E. Autm Circt. Cases (Leeds)	Northern Circuit	Div. Courts (Civ. Paper)	Div. Court (Civ. Paper)
7	"	"	"	"	"	"	"	"	"	Rail. Com. intervening	"	"	"	"	Commercial Cases.	Cnt. Cr. Ct. intervening
8	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
9	"	"	"	"	S.J.	"	"	"	"	"	"	"	"	"	"	"
11	"	"	"	"	"	"	"	"	"	"	"	Manchester	"	"	"	"
14	"	"	"	"	"	"	Com. List	"	"	"	Stafford	"	"	"	"	"
15	Div. Court (Civ. Paper)	"	S.J.	S.E. Circt. 2nd Part	"	Chambers	"	"	"	"	"	"	"	"	Div. Court (Civ. Paper) N.E. Circuit	N.E. Circuit
21	"	"	"	"	"	"	"	Div. Court (Civ. Paper)	Bankruptcy and C.J.	N. Wales Circuit 2nd Part	N.J.	"	S. Wales Circuit 2nd Part	"	"	"
22	"	"	"	"	"	"	"	"	"	"	"	"	"	C.J.	"	"
24	"	"	"	"	"	"	N.J.	"	"	"	"	Commercial List	"	"	"	"
March 1	"	"	"	"	2 Midland Circuit	"	"	"	Cnt. Cr. Ct. intervening	N.J. (Bly. Com. intervening) Div. Court (Civ. Paper)	2 Oxford Circuit	"	C.J.	"	"	"
8	"	"	"	F.J.	"	"	"	(Crown Paper)	"	"	"	"	"	"	"	"
13	"	"	"	"	C.J.	"	"	"	"	"	N.J.	"	"	"	Div. Court (Civ. Paper)	"
15	"	"	"	"	Cnt. Cr. Ct. intervening	"	"	"	"	"	"	"	"	"	"	"
27	Div. Court (Cwn. Papr.)	(Crown Paper)	"	"	"	"	"	"	"	"	"	"	"	"	"	"
April 5	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
10	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—FRIDAY, Jan. 21.

J. W. AND J. SMITH, LTD.—Creditors are required, on or before Feb 4, to send their names and addresses, and the particulars of their debts or claims, to H. Mortimer Baggs, Arcade Chambers, North st, Keighley, liquidator.

T. C. E. SYNDICATE, LTD.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Walter Douglas Mallet, Alderman's House, Alderman' Walk, Bishopsgate, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Jan. 25.

J. E. HEWITT, LTD.—Creditors are required, on or before Feb 23, to send in their names and addresses, with particulars of their debts or claims, to Frederick Augustus Hargreaves, 12, Exchange st, Manchester, liquidator.

SANTA-BARBARA (CALIFORNIA) OIL CO, LTD.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Hay and Mr. Clarence Herbert Poulton, 138, Leadenhall st, liquidators.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Jan. 28.

BRINDABA, LTD.—Creditors are required, on or before Mar 1, to send their names and addresses, and the particulars of their debts or claims, to Mr. E. H. Hawkins, 4, Charterhouse sq, liquidator.

HERMANN-WAGNER, LTD.—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts or claims, to Percy F. Hedges, 53, Cannon st liquidator.

ROYCE, GILBERT AND CO, LTD.—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts or claims, to Ernest Harward Barnaschone, 6, Moorgate st, liquidator.

W. B. DOBELL & CO, LTD.—Creditors are required, on or before Mar. 8, to send in their names and addresses, and the particulars of their debts or claims, to Frederick William Mellor Wilson, 8, Cook st, Liverpool, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Feb. 1.

CLARENCE, LTD.—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to Atherton Powys, 6, Lincoln's Inn-fields, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, Jan. 21.

Twickenham Motor Co, Ltd.
Arthur Sutton, Ltd.
Reids (Coventry), Ltd.
Jones, Sydney & Co, Ltd.
Heywood Steam Laundry, Ltd.
Rotary Engineering Co, Ltd.
Tin and Trading Co of Nigeria, Ltd.
T. C. E. Syndicate Ltd.
Associated Australasian Miners, Ltd.
Newman and Oxford Street Furniture and Antique Depositories, Ltd.
East African Cotton Co (1911), Ltd.
Sakoeda Tea and Produce Syndicate, Ltd.
Canadian-British Engineering Co, Ltd.
British Colonial Exploration Syndicate, Ltd.

London Gazette.—TUESDAY, Jan. 25.

Champion (Cornwall) Tin, Ltd.
Vanden Plas (England), Ltd.
H. L. Fisher (Ashton under Lyne) Ltd.
Scientific Manufactures, Ltd.
Portsmouth and Southampton Lighterage Co, Ltd.
R. Hyde & Co, Ltd.
Smith, Saunders & Co, Ltd.
Petroleum Securities and General Trust, Ltd.
Hele-Shaw Patent Clutch Co, Ltd.
Pennsett Foundry and Tinning Works, Ltd.
Automatic Electric Block Signalling Co, Ltd.
Indo-Burma Match Factories, Ltd.
East Anglian Navigation Co, Ltd.
Walana Co, Ltd.
National Hiring, Renting and Investment Corporation, Ltd.
Searcy, Tansley & Co, Ltd.,
Murchison Associated (Ceylon), Ltd.
Santa-Barbara (California) Oil Co, Ltd.
Allied Trading and Archangel Transport Co, Ltd.
Thames Export Packing Co, Ltd.
Kelantan Produce and Development Co, Ltd.
West Birmingham Permanent Money Society, Ltd

London Gazette.—FRIDAY, Jan. 28.

Gossypine, Ltd.
Holland & Moss, Ltd.
Henderson & Keith, Ltd.
Austin Nichols & Co (London) Ltd.
Whitworth Conservative Club, Ltd.
C. F. Watts & Yeates, Ltd.
James Saunders & Co, Ltd.
J. A. Phillips & Co, Ltd.

London Gazette.—TUESDAY, Feb. 1.

Lotil Co, Ltd.
Durbar Polish Co, Ltd.
Seck Engineering Co, Ltd.
Helouan Petroleum Co, Ltd.
Blackpool Gigantic Wheel Co, Ltd.
Thomas Smith & Co, Ltd.
Max Gregor & Co, Ltd.
Granite Patents, Ltd.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 7.

BARKER, AMELIA MARY, 64, Cheyne-walk, Chelsea Feb. 12 Cox & Co. v. Marshall, Younger, J. Whaley, care of Lee & Pembertons, Lincoln's-inn-fields

London Gazette.—FRIDAY, Jan. 14.

HERVEY, Sir GEORGE WILLIAM, K.C.B., Cromwell-road, South Kensington Feb. 17 Morris v. Hervey, Neville and Astbury, JJ. Coe, Hart-st, Bloomsbury-sq

London Gazette.—TUESDAY, Jan. 18.

SLACKE, ROGER CECIL, Mulgrave Cottage, Hurlingham, Middlesex Feb. 18 Crichton-Stuart and Others v. Harris, Sargant, J. Shephard, Dover-st, Piccadilly

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 21.

ALLPORT, HOWARD ASTON, Dodworth, nr Barnsley Feb 23 Newman & Bond Barnsley
ANDERSON, JOHN EUSTACE, Ironmonger in, Solicitor April 20 Freshfields, Old Jewry
ARNOLD, ALBERT, Alresford, Hants Feb 18 Harris, Winchester
ATKINSON, JOHN, Salterton rd, Holloway Feb 29 Macdonald & Stacey, Norfolk st, Strand
BADDLEY, JOHN, Wolverhampton Feb 20 Fowler & Co, Wolverhampton
BAKER, GEORGE, Barry, Glam Jan 28 Richards & Morris, Cardiff
BEAUCHAMP, ARTHUR JAMES, Powick, Worcester, Solicitor Feb 26 Lambe ts, Malvern
BRIGGS, KATE, Ramsgate Mar 1 Lanfear & Co, Cannon st
BRYDON, ALEC WHITWORTH, Bramhall, Chester Mar 1 Hall & Co, Manchester
BYRTH, MARTHA SARAH, Southport Jan 31 Battersby, Southport
CARTER, Sec Lt HENRY GORDON, Chiswick Feb 18 Durrant & Co, Gracechurch st
CARR, MARY, Ashton on Mersey, Chester Mar 1 Hall & Co, Manchester
CARR ELLEN, Ashton on Mersey, Chester Mar 1 Hall & Co, Manchester
CROXFORD, SARAH, Finchley Feb 21 Birnham & Co, Old Broad st
CURPHEY, WILLIAM, Eastham, Chester, Asbestos Manufacturer Mar 1 Cooke, Liverpool
DOBSON, CHARLES EDWARD, Weston super Mare Feb 21 Proctor, Bristol
DOWNES, MARGARET GEORGE, Wandsworth, Surrey Feb 29 Crosse & Sons, Lancaster pl, Strand
DRAGE, Col WILLIAM HENRY, DSO, Beckwith rd, Herne Hill Feb 28 Edward, Great St Helens
EVANS, JAMES EDWIN, Eccles, Lancs, Commercial Traveller Feb 21 Saire & Higson, Manchester
FEWINGS, JOHN, Taunton, Aerated Water Manufacturer Feb 26 Broomhead, Taunton
GABELL, ELIZABETH MARY, Brighton, Hairdresser Feb 18 Nye & Donne, Brighton
GIBSON, Sir JOHN, Aberystwyth Feb 28 Roberts & Evans, Aberystwyth
GILCHRIST, CHARLES, Fence Houses, Durham, Estate Office Accountant Feb 19 Hargreaves & Jobling, Durham
GROVES, GEORGE, Gainsborough Feb 4 Hayes & Co, Gainsborough
HADFIELD, GEORGE HENRY, Atherton, Lancs Feb 29 Knott, Manchester
HALE, JAMES LYSANDER, Croydon Feb 29 Macdonald & Stacey, Norfolk st
HALL, BENJAMIN, Cinderhill, Nottingham, Glue Manufacturer Feb 21 J & A Bright, Nottingham
HALL SAMUEL, Blackpool Feb 21 Beddington & Co, Manchester
INGLEDEW, MARY, Bardon Mill, Northumberland Feb 29 Ingledew & Fenwick, Newcastle upon Tyne
JONES, LEWIS, Towyn, Merioneth Feb 25 Gillart, Machynlleth
JONES, WILLIAM, Cardiff, Saddler, Feb 26 Williams & Gladstone, Cardiff
JONES-PARRY, JOHN JEFFREYS BULKELEY, Aldershot Feb 24 Patten & Prentice, Greenock

LEE, HORACE HENRY, Deptford, Kent, Licensed Victualler Feb 21 Avery & Wolverson, New Cross rd
LOFT, MARGARET, Gravesend Feb 29 Lovell & Son, Gravesend
McDERMOTT, JAMES, Carlisle Feb 25 S & H S Cartmell, Carlisle
MARSDEN, JOSEPH, Brighouse Feb 21 Richardson, Brighouse
MERCER, RICHARD, Clayton le Moors, Lancs, Butcher Mar 7 Briteliffe & Son, Accrington
MOUNSEY, WILLIAM ROBINSON, Penrith, Auctioneer Mar 1 Little & Co, Penrith
NASH, WILLIAM GEORGE SYDNEY, Liverpool Feb 21 McMaster, Liverpool
O'GRADY, STANDISH HAYES, Hale, Chester Feb 15 Keogh & Co, Altrincham
PARTRIDGE, ALFRED, Leyton, Essex Mar 4 Boulton & Co, Northampton sq
PASSMORE, FRANK BAILEY, Suffolk House, Laurence Pountney hill Mar 4 Brooks & Heller, Bucklersbury
POTTS, ELIZABETH ANN, Sedgefield, Durham Feb 5 James, Clement's inn, Strand
SAUNDERS, HENRY, Leigh on Sea, Essex Feb 29 Tolhurst & Cozens, Southend
SAUCE, HERBERT CARTWRIGHT, St James' ct, Buckingham gate Mar 1 Wood, Chancery la
MURPHY, EMILY SUSANNA, West Ealing Feb 29 E W & Bruce Beal, Tower chmbrs, Moorgate
ROWLAND, AUGUSTA FANNY, Oxford Mar 1 Rowland, Bournemouth
SCOTT, EMMA, Tormarton, Glos Feb 23 Jones, Bristol
SOUL, THOMAS PETTIT, Poole, Dorset, Butcher Feb 18 Trevanion & Co, Poole
SPRIGHT, ELIZABETH, Leeds Jan 31 Whiteley & Myers, Leeds
SPENCER, GEORGINA, Hednesford, Staffs Mar 11 Shute & Swinson, Birmingham
SPICER, HENRY, Aberdeen pk, Highbury, JP Feb 29 Ward & Co, Gracechurch st
SURGEY, CORNELIUS, Hounslow Mar 18 Woolley & Whitfield, Great Winchester st
TRYON, Capt RICHARD, late of Army and Navy Club, Middlx Feb 14 Bircham & Co, Parliament st
TWEEDY, RUTH, Scotswood, Newcastle upon Tyne Mar 11 Rhagg, Newcastle upon Tyne
WAGSTAFF, WALTER, Thorne, Yorks, Greengrocer Feb 19 Askren, Thorne
WHEELER, JOHN, Ryde, Isle of Wight, Builder Feb 16 Vincent, Ryde
WIBEY, JOHN, Gloucester, Timber Merchant Mar 25 Franklin & Jones, Gloucester
WILDING, ANTHONY FREDERICK, Christchurch, New Zealand Feb 18 Blyth & Co, Gresham house
WILKINSON, HELEN, York Mar 1 Bennett & Co, Buxton
WILSON, ANN, Lamplugh, Cumberland Feb 29 Todd, Whitehaven
WOOLF, WALTER RICHARD MORTIMER, Lombard st Mar 4 Durrant & Co, Gracechurch st

London Gazette.—TUESDAY, Jan. 25.

BAILEY, WILLIAM JOHN, Minnow st, Surrey sq Feb 25 Goddard & Co, Clement's inn
BARKER, WILLIAM ALFRED, Oxton, Chester Feb 29 Yates & Co, Liverpool
BLYTH, JOHN, Liverpool Feb 29 Batesons & Co, Liverpool
BONAPARTE, Her Highness Princess CLEMENCE, Powis sq, Bayswater Feb 18 Morley & Co, Gresham House
BOOTH, JAMES, Doncaster Mar 24 Bradford, Rotherham
BOYS, THOMAS, Tunbridge Wells Feb 29 Woodbridge & Sons, Serjeants' inn
BRODERICK, EDWARD, Clevedon, Somerset Mar 7 Barry & Harris, Bristol
BROWNE, HELEN GIBSON, Cranleigh, Surrey Feb 20 Morgan & Co, Old Broad st
BROWN, WILLIAM KNAPTON, Sylvan av, Bowes Park, Manufacturer's Agent Feb 22 Coupland & Ward, Upper Richmond rd, Surrey
COX, JAMES, Hatfield, Herts Feb 4 Nicksinson & Co, Bedford sq
COX, SARAH TURK, Derby Mar 1 Sale & Co, Derby
DAY, EDWARD BEDWELL, Stoke Ash, Suffolk, Farmer Feb 28 Armstrong, Eye, Suffolk
DAY, LUCY ELIZABETH, Palgrave, Suffolk Feb 23 Armstrong, Eye, Suffolk
DICK, ROWALD, Woodmancote, nr Henfield, Sussex, Farmer Feb 19 Carlyon & Co, St Austell, Cornwall
DRUCE, HANNAH, Brighton Mar 6 Hardwick, Brighton
EAGER, REGINALD, Buckhurst Hill, Essex Mar 14 Barry & Harris, Bristol
ELVIN, THOMAS, Eye, Suffolk, Farmer Feb 28 Armstrong, Eye, Suffolk
EVANS, EDMUND FRANCIS, Manchester Feb 22 Barrow & Co, Manchester
FENTON, ISABELLA, Swinton, Lancs Feb 29 Moon, Manchester
FRANK, FREDERICK, Tunbridge Wells Feb 21 Lee & Pembertons, Lincoln's inn fields
GALWEY, REGINALD HUGH, Singapore, Straits Settlements Feb 22 Moon & Co, Bloomsbury sq
GRAHAM, AGNES JANE, Torquay Feb 29 Hores & Co, Lincoln's inn fields
HANDFORD, MARY, Wallington, Surrey Mar 1 Andrew & Co, Great James st
HUNT, SARAH, Elstree, Herts Feb 29 Done, New sq
HUTTON, HANNAH MARIA, Brighton Mar 1 Burton & Co, Surrey st
HOBSON, ALFRED, Sefton Park, Liverpool Mar 6 Brill, Brighton
IRONMONGER, ROBERT GEORGE, Hove, Sussex Feb 29 Cockburn & Co Hove
JAMES, JANE ELIZABETH SOMERS, Bude, Cornwall Mar 4 Peter & Peter, Holsworthy Devon
JOHNSTONE, JAMES, Nottingham Feb 28 Johnstone & Williams, Nottingham
MUHLENKAMP, CHRISTIAN FREDERICK AUGUST, Rowhill, Wilmington, Kent, Hosier Feb 29 Haise & Co, Cheapside
LEE, JOHN CHARLES THOMAS, Devonshire rd, Upper Holloway, Pawnbroker Feb 22 Moon & Co, Bloomsbury sq
LOUTH, JOHN WILLIAM, Berlin, Germany Feb 25 Bircham & Co, Parliament st
LYNEX, LIZZIE, Walsall Mar 6 Marlow & Co, Walsall
MELLERSH, ALFRED WILLIAM, Godalming Feb 25 Bircham & Co, Parliament st
McCOMBES, MARGARET, Gateshead Feb 28 Thomson Gateshead
McRAE, DONALD, Halton, Leeds, Pawnbroker Mar 2 Brooke & Dyer, Leeds
MUNK, CAROLINE SPENCER, Capel, Surrey Feb 25 Goddard & Co, Clement's inn, Strand
NASH, ELLEN, Eastcote, Middlx Feb 12 Gardiner & Son, Belmont rd, Uxbridge
PORTER, SARAH ANNIE, Loraine rd, Holloway Feb 28 Rawlings & Co, Walbrook
POTTER, ANN, Cobridge, Stoke on Trent Feb 12 Patterson, Longton, Stoke on Trent
PRICE, MARY, Nottingham Feb 29 Leman, Nottingham
PROUT, THOMAS KING, Twickenham Feb 21 Cartwright & Cunningham, Paternoster row
PYNE, ANNE, Hounslow Feb 25 Sherwin, Portsmorth
RAWLINSON, FREDERICK JOHN, Woodgrange rd, Forest Gate Feb 24 Hatten & Co, Gravesend
ROBERTS, MARY ANN, Bromborough, Chester Feb 25 Gair & Co, Liverpool
RILEY, GEORGE, Milnsbridge, nr Huddersfield Feb 21 Sykes, Huddersfield
RODERICK, ESTHER, Llettyglyd, Llandilofawr, Carmarthenshire Feb 23 Williams, Llandilo
SATTERTHWAITE, JOHN SHERIDAN, Kenley, Surrey, Underwriter Feb 20 Walton & Co, Leadenhall st
STANLEY, EMMA, King Henry's rd, London Mar 1 Harris & Son, New Broad st
STENHOUSE, WILLIAM, Weston super Mare Feb 25 Goddard & Co, Clement's inn
SKINNER, WILLIAM, Kirton in Lindsey, Lincs Feb 12 Forrest, Gainsborough
SMITH, GEORGE WILLIAM, Kilamarsh, Derby, Licensed Victualler Feb 28 Alderson & Co, Sheffield
STOTT, WILLIAM THOMAS, Eccles, Lancs, Yarn Salesman Mar 4 Chapman & Co, Manchester
TAYLOR, THOMAS, Bedford, Middlx Feb 29 Woodbridge & Sons, Brentford
THOMAS, THOMAS, Gors Farm, nr Salem, Llandilofawr, Carmarthenshire, Feb 23 Williams, Llandilo
THOMPSON, THOMAS, Leyburn, Yorks Jan 28 Chapman & Wilkinson, Leyburn
WARTNABY, GEORGE, Barton on Trent, Veterinary Surgeon Feb 22 Moon & Co, Bloomsbury sq
WHITFIELD, JOHN, Chorley, Lancs, Solicitor Mar 1 Whitfield & Son, Chorley
WOOD, HANNAH, Chadderton, Oldham Mar 1 Ascroft & Co, Oldham

Bankruptcy Notices.

London Gazette.—FRIDAY, Jan. 28.

RECEIVING ORDERS.

BARKER, JOHN THOMAS, ARTHUR BARKER, and FRED BARKER, Shipley, Yorks, Wholesale Drapers Bradford Pet Jan 24 Ord Jan 24
BARRATT, GEORGE HENRY, New Catton, Norwich, Licensed Victualler Norwich Pet Jan 26 Ord Jan 26
BENSON, WILLIAM, Wigan, Company Promotor Wigan Pet Jan 14 Ord Jan 26
BILLSBOROUGH, ALBERT, Preston, Tailor Preston Pet Jan 25 Ord Jan 25
BREW, MARY ELIZABETH, Bolton Bolton Pet Jan 26 Ord Jan 26
CANNON, WILLIAM THOMAS, Pinner, Middlx St. Albans Pet Jan 3 Ord Jan 24
CHAPMAN, ALFRED HENRY, Gateshead, Clerk Newcastle upon Tyne Pet Jan 25 Ord Jan 25
COWSILL, JOHN, Chester, Tailor Chester Pet Jan 11 Ord Jan 26
DAVIES, EVAN HENRY, Pentwyn, Vochriw, Glam, Collier Merthyr Tydfil Pet Jan 25 Ord Jan 25
DO AMARAL, ANTONIO JOSE AZEVEDO, Corringham rd, Golder's Green, Journalist Barnet Pet Jan 26 Ord Jan 26
DUXBURY, LEWIS, Reddish, Lancs, Grocer Stockport Pet Jan 24 Ord Jan 24
GOWLAND, WALTER GEORGE Acomb, Yorks, Builder York Pet Jan 25 Ord Jan 25
HARRIS, JOHN, Truro, Builder Truro Pet Jan 17 Ord Jan 26
JONES, WILLIAM ANDREW, Colwyn Bay, Denbigh, Ironmonger Bangor Pet Jan 24 Ord Jan 24
LAURILLARD, ANTOINE, Thornton av, Streatham Hill, Insurance Clerk High Court Pet Oct 15 Ord Jan 26
LEIBBRAND, CHARLES HERMON, Brockley, Kent, Author High Court Pet April 8 Ord Jan 26
MARTIN, JAMES, Haverstock st, Chalk Farm, Greengrocer High Court Pet Dec 31 Ord Jan 26
PARKER, ERNEST, Ossett, Yorks, Draper Dewsbury Pet Jan 25 Ord Jan 25
PAY, NORWOOD HENRY, Buckland, Dover, Blacksmith Canterbury Pet Jan 24 Ord Jan 24
PEACOCK, PERCY THOMAS, Folkestone, Photographer Canterbury Pet Jan 26 Ord Jan 26
POLAND, CHARLES FREDERICK AUGUSTINE, John st, Bedford row, Quantity Surveyor High Court Pet Jan 24 Ord Jan 24
SMITH, JAMES ARTHUR, Ashton under Lyne, Grocer —Ashton under Lyne Pet Jan 25 Ord Jan 25
STEVENS, HONOR, St Just in Penwith, Cornwall Truro Pet Jan 24 Ord Jan 24

FIRST MEETINGS.

BARKER, JOHN THOMAS, ARTHUR BARKER, and FRED BARKER, Shipley, Yorks, Wholesale Drapers Feb 4 at 11 Off Rec, 12, Duke st, Bradford

NOTE.—The above notice supersedes the notice of First Meeting of John Thomas Barker, Bradford, 1 of 1916, in the London Gazette of 25th January, 1916, which meeting will not be held.

BISHOP, WILLIAM HENRY, Stroud, Glos, Fishmonger Feb 4 at 3.30 Imperial Hotel, Stroud
BOWEN, STEPHEN, Deri, Glam, Collier Feb 8 at 2.15 Off Rec, County Court, Town Hall, Merthyr Tydfil
CHAPMAN, ALFRED HENRY, Gateshead, Clerk Feb 8 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
DAVIES, EVAN HENRY, Pentwyn, Vochriw, Glam, Collier Feb 8 at 3.30 Off Rec, County Court, Town Hall, Merthyr Tydfil
GOWLAND, WALTER GEORGE, Acomb, nr York, Builder Feb 8 at 3 Off Rec, The Red House, Duncombe pl, York
JONES, REES, and DAVID JONES, Seven Sisters, Glam, Builders Feb 4 at 11 Off Rec, Government Bldgs, St Mary's st, Swansea
LABAN, GEORGE EDGE, Etwall, Derby, Farmer Feb 8 at 12 Off Rec, 12, St Peter's churchyard, Derby
LAURILLARD, ANTOINE, Thornton av, Streatham Hill, Insurance Clerk Feb 8 at 12 Bankruptcy bldgs, Carey st
LEIBBRAND, CHARLES HERMON, Brockley, Kent, Author Feb 7 at 11 Bankruptcy bldgs, Carey st
MARTIN, JAMES, Haverstock st, Chalk Farm, Greengrocer Feb 7 at 1 Bankruptcy bldgs, Carey st
MALLEY, JOHN FISHER, Liverpool, General Merchant Feb 4 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
MONTAGU, JOHN, Sloane ter, Sloane st Feb 7 at 12 Bankruptcy bldgs, Carey st
PAY, NORWOOD HENRY, Buckland, Dover, Blacksmith Feb 5 at 11.30 Off Rec, 68A, Castle st, Canterbury
POLAND, CHARLES FREDERICK AUGUSTINE, John st, Bedford row, Quantity Surveyor Feb 9 at 12 Bankruptcy bldgs, Carey st
PUGH, HAROLD HUNTER, Church Aikham, nr Dover Feb 5 at 12 Off Rec, 68A, Castle st, Canterbury
SANDERS, WALTER, Warrington, Fish Dealer Feb 4 at 3 Off Rec, Byrom st, Manchester
SEGGER, GEORGE EDGAR, Attleborough, Norfolk, Baker Feb 5 at 12.30 Off Rec, 8, King st, Norwich
THOMPSON ALFRED, Newcastle upon Tyne, Estate Agent Feb 9 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
TOWLE, JOHN ALFRED, Long Eaton, Derby, Lace Manufacturer Feb 8 at 2.30 Off Rec, 12, St Peter's churchyard, Derby
VAUGHAN, HINTON, Redland, Bristol Feb 9 at 11.30 Off Rec, 26, Baldwin st, Bristol

ADJUDICATIONS.

BARKER, JOHN THOMAS, ARTHUR BARKER, and FRED BARKER, Shipley, Yorks, Wholesale Drapers Bradford Pet Jan 24 Ord Jan 24
BARRATT, GEORGE HENRY, New Catton, Norwich, Licensed Victualler Norwich Pet Jan 26 Ord Jan 26
BILLSBOROUGH, ALBERT, Preston, Tailor Preston Pet Jan 25 Ord Jan 25
BREW, MARY ELIZABETH, Bolton Bolton Pet Jan 26 Ord Jan 26
CHAPMAN ALFRED HENRY, Gateshead, Clerk Newcastle upon Tyne Pet Jan 25 Ord Jan 25
DAVIES, EVAN HENRY, Pentwyn, Vochriw, Glam, Collier Merthyr Tydfil Pet Jan 25 Ord Jan 25
DUXBURY, LEWIS, Reddish, Lancs, Grocer Stockport Pet Jan 24 Ord Jan 24
GOWLAND, WALTER GEORGE, Acomb, Yorks, Builder York Pet Jan 25 Ord Jan 25
HELME WILLIAM, Piccadilly High Court Pet Sept 2 Ord Jan 26
JONES, WILLIAM ANDREW, Colwyn Bay, Denbigh, Ironmonger Bangor Pet Jan 24 Ord Jan 24
JONES, REES, and DAVID JONES, Seven Sisters, Glam, Builders Neath Pet Jan 8 Ord Jan 25
LUBASH, EMANUEL, SOLOMON BLACK, and BERTHA WEISSMANN, Hackney rd, Hackney, Blouse Manufacturers High Court Pet Jan 19 Ord Jan 25
MCBAY, ANN, Canning Town, Essex, Cowkeeper High Court Pet Nov 21 Ord Jan 26
PARKER, ERNEST, Ossett, Yorks, Draper Dewsbury Pet Jan 25 Ord Jan 25
PAY, NORWOOD HENRY, Buckland, Dover, Blacksmith Canterbury Pet Jan 24 Ord Jan 24
PEACOCK, PERCY THOMAS, Folkestone, Photographer Canterbury Pet Jan 26 Ord Jan 26
PETRUSHKIN, ALBERT, Coborn rd, Bow, Cigarette Box Manufacturer High Court Pet Dec 9 Ord Jan 24
POLAND, CHARLES FREDERICK AUGUSTINE, John st, Bedford row, Quantity Surveyor High Court Pet Jan 24 Ord Jan 24
SMITH, CHARLES WILLIAM, Moseley, Birmingham, Insurance Company's Manager Birmingham Pet Dec 30 Ord Jan 24
THOMPSON, ALFRED, Newcastle upon Tyne, Estate Agent Newcastle upon Tyne Pet Jan 22 Ord Jan 24
STEVENS, HONOR, St Just in Penwith, Cornwall Truro Pet Jan 24 Ord Jan 24

ADJUDICATIONS ANNULLED.

CARLTON, ANNIE, Margate Canterbury Adj Mar 26, 1915 Annul Jan 11, 1916
DUCKENFIELD, HENRY BINGLEY, Sheffield Sheffield Adj Feb 9, 1915 Annul Jan 13, 1916